

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 21, 24, & 25</small>		1. REQUESTION NUMBER SPS-08-8439	PAGE OF 1 275
2. CONTRACT NO. HSCEC5-09-A-00003	3. AWARD EFFECTIVE DATE 04/02/2009	4. ORDER NUMBER	5. SOLICITATION NUMBER
7. FOR SOLICITATION INFORMATION CALL	6. NAME Khadijeh Abdullah	8. TELEPHONE NUMBER (NO BRACKET CODE) 817 649 (b)(6)	9. OFFER DUE DATE/LOCAL TIME
8. ISSUED BY ICE/FPS/CENTRAL	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> MULTIPLE SMALL BUSINESS <input type="checkbox"/> Sole Source <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(a)	11. DELIVERY FOR POST-DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
12. DISCOUNT TERMS As Indicated On Each Call		13. THIS CONTRACT IS A RATED ORDER UNDER CPAS (18 CFR 752) <input type="checkbox"/> YES <input type="checkbox"/> NO	13. RATING
14. DELIVER TO As Indicated On Each Call	15. ADMINISTERED BY ICE/FPS/CENTRAL/RE	16. PAYMENT WILL BE MADE BY As Indicated On Each Call	
17a. CONTRACTOR OFFEROR DECO, INC. Attn: Derek J. Dorr 11140 ZEALAND AVE N CHAMPLIN MN 553163594	17b. CODE 045256000000	17c. FACILITY CODE	18. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
TELEPHONE NO. 800-968-9114, ext 14	19. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS07F0103M This BPA issued to provide Armed Guard services for Federal facilities in the state of Indiana. Only Guard Services, Emergency Guard Services (TAS/SAS) and Surge Emergency Guard Services (EGS) for the state of Indiana can be ordered under this BPA. This BPA does not obligate any funds. The Central Consolidated Contracting Group <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 62.212-1, 62.212-4, FAR 62.212-3 AND 62.212-6 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	28. AWARD OF CONTRACT REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO TERMS.

29. NAME AND TITLE OF SIGNER (Type or Print) Derek Dorr, President	30. DATE SIGNED 4-3-09	31. NAME AND TITLE OF SIGNER (Type or Print) Khadijeh Abdullah	32. DATE SIGNED 04/01/2009
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19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	<p>(Region 5) is authorized to place orders under this BPA.</p> <p>Authorized personnel: Name: Khadijeh A. Abdullah Title: Contracting Officer Phone: <input type="text" value="(b)(6)"/> Email: <input type="text" value="(b)(6)"/></p> <p>Name: John Quackenbush Title: Contracting Officer Phone: <input type="text" value="(b)(6)"/> Email: <input type="text" value="(b)(6)"/></p> <p>For all work performed under this BPA, the Contracting Officer shall issue a task order on OF 347, which will include accounting & appropriation data, period of performance, list of Exhibits (guard posts), and any special requirements or conditions.</p> <p>Orders may be placed against this BPA via Electronic Data Exchange (EDI), facsimile (FAX), paper or oral communication.</p> <p>The contracting Officer may request urgent or emergency services verbally prior to the issuance of the written task order. Any oral order or verbal service request should identify the</p> <p>Continued ...</p>				

32a QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33 SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL FINAL

38 S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 42a. RECEIVED BY (Print) _____
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42b. RECEIVED AT (Location) _____
 42c. DATE REC'D (YY/MM/DD) _____ 42d. TOTAL CONTAINERS _____

CONTINUATION SHEET	REFERENCE NO OF DOCUMENT BEING CONTINUED	PAGE	OF
	HSCEC5-09-A-00003	3	275

NAME OF OFFEROR OR CONTRACTOR
 DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>security mission, post location, hours of operation, number of officers assigned and include COTR coordination. Post activation and anticipated deactivation must be specified with each oral order. Oral orders will be confirmed by issuance of written OF 347 within ten (10) working days</p> <p>The Government shall not be obligated to reimburse the contractor for any work performed, items delivered, or any costs incurred , nor shall the contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by a duly executed task order.</p> <p>Invoicing requirements are IAW the Federal Supply Schedule (FSS) contract. Invoice processing center will be specified with each individual BPA call order.</p> <p>Terms and conditions included in this BPA apply to all orders made pursuant to it. In the event of inconsistency between this BPA, oral government directive, contractor directive or invoicing, provisions of this BPA take precedence.</p> <p>Base Period of performance is revised to June 1, 2009 ☐ March 30, 2010.</p> <p>COTRs: Daniel J. Kvachkoff (b)(6)</p> <p>Charles W. Kirk Phone: (b)(6)</p> <p>Carla D. Allen Phone: (b)(6)</p> <p>Funding POC: Alma Cabello Phone: (b)(6)</p>				

Schedule of Prices

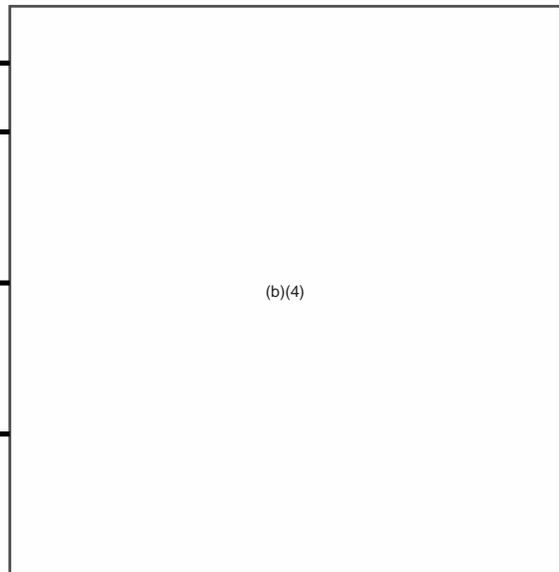
NON-PERSONAL SERVICES: Contractor shall provide all labor, management, supervision, uniforms, training, transportation, materials, and equipment necessary in order to provide armed and unarmed guards for government buildings and facilities within the state of Illinois. The hours cited below are **ESTIMATED** annual quantities only; actual quantities required will be ordered and funded via calls under this BPA.

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
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BASE PERIOD: Performance shall begin on April 1, 2009, and shall continue through March 30, 2010

1001	Guard II (Armed)	204,735	HR	\$
1002	Guard I (Unarmed)	4,160	HR	\$
1003	Guard II (Armed) Emergency Guard Service (TAS/SAS)	2,150	HR	\$
1004	Guard II (Surge) Emergency Guard Service (EGS)	6,400	HR	\$

Total Price for Base Period:



Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
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ORDERING PERIOD ONE:

Performance shall begin on April 1, 2010, and shall continue through March 30, 2011

2001	Guard II (Armed)	204,735	HR	\$
2002	Guard I (Unarmed)	4,160	HR	\$
2003	Guard II (Armed) Emergency Guard Service (TAS/SAS)	2,150	HR	\$
2004	Guard II (Surge) Emergency Guard Service (EGS)	6,400	HR	\$

Total Price for Ordering Period One:

(b)(4)

ORDERING PERIOD TWO:

Performance shall begin on April 1, 2011, and shall continue through March 30, 2012

3001	Guard II (Armed)	204,735	HR	\$
3002	Guard I (Unarmed)	4,160	HR	\$
3003	Guard II (Armed) Emergency Guard Service (TAS/SAS)	2,150	HR	\$
3004	Guard II (Surge) Emergency Guard Service (EGS)	6,400	HR	\$

Contract Item No. (CLIN)	Supplies/Services	<u>Estimated Quantity</u>	Unit of Issue	Unit Price	<u>Estimated Extended Amount</u>
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Total Price for Ordering Period Two:

ORDERING PERIOD THREE:

Performance shall begin on April 1, 2012, and shall continue through March 30, 2013

4001	Guard II (Armed)	204,735	HR		
4002	Guard I (Unarmed)	4,160	HR		
4003	Guard II (Armed) Emergency Guard Service (TAS/SAS)	2,150	HR		
4004	Guard II (Surge) Emergency Guard Service (EGS)	6,400	HR		

(b)(4)

Total Price for Ordering Period Three:

ORDERING PERIOD FOUR:

Performance shall begin on April 1, 2013, and shall continue through March 30, 2014

5001	Guard II (Armed)	204,735	HR		
5002	Guard I (Unarmed)	4,160	HR		
5003	Guard II (Armed) Emergency Guard Service (TAS/SAS)	2,150	HR		

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
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5004 Guard II (Surge) Emergency
Guard Service (EGS) 6,400 HR

Total Price for Ordering Period Four:

Totals:

Base Period:

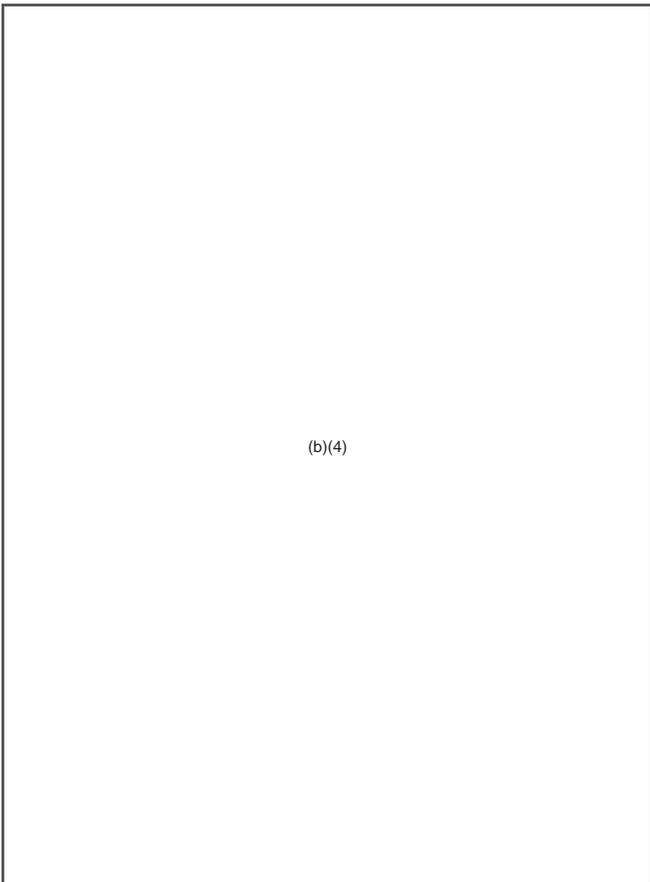
Ordering Period One:

Ordering Period Two:

Ordering Period Three:

Ordering Period Four:

**Total, Base and
All Ordering Periods:**



NOTE: Contractor must include all per diem and travel related costs within their pricing for EGS CLINS 1004, 2004, 3004, 4004 and 5004, which must also be identified within their backup documentation accordingly.

Pages 8 through 54 redacted for the following reasons:

(b)(4),(b)(6)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>			1. REQUISITION NUMBER 5PS-08-8439		PAGE OF 1 242					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HSCEC5-08-Q-00033		6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Khadijeh Abdullah			b. TELEPHONE NUMBER (b)(6)		8. OFFER DUE DATE/LOCAL TIME 10/30/2008 1600 CS		
9. ISSUED BY ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 1901 North Highway 360, Ste. 500 Grand Prairie TX 75050-1412			CODE ICE/FPS/CENT		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED CR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS .6(A)			NAICS 561612 SIZE STANDARD \$17.0		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			13b. RATING			
15. DELIVER TO FPS Guard BPAs See Exhibit 1 of FPS Solicitation Document			CODE SEE EXHIBIT 1		18. ADMINISTERED BY ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 1901 North Highway 360, Ste. 500 Attn: Sally Arnold Grand Prairie TX 75050-1412			CODE ICE/FPS/CENTR/		
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY			CODE	
TELEPHONE NO.										

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>NOTE: All questions must be submitted in writing electronically, via e:mail, and must be received by the Contract Specialist, Khadijeh Abdullah, (b)(6) no later than 5 PM Local Time on 10/17/08, .</p> <p>A site visit is scheduled for potential offerors at 9 AM on 10/9/08. Attendance is not mandatory but is encouraged in order that potential offerors may see the types of facilities and posts covered by this solicitation. All <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i></p>				

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-6 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 5 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

(b)(6) FACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>interested offerors should meet at 575 N. Pennsylvania Ave., Suite 291 Indianapolis, IN at that time. NOTE: Because of personnel screening processes that take place for all visitors in the lobby of this facility, it is suggested that attendees arrive early in order to be at the designated location on time. Reference FAR 52.237-1</p> <p>Armed Guard Service for the state of Indiana in accordance with attached Schedule. Requisition # SPS-08-08439</p> <p>REMINDER: This solicitation is being sent electronically to all potential offerors. Number of pages may differ slightly depending on the printer characteristics utilized by the offeror. If an offeror believes that they are missing any information, it is the offeror's responsibility to notify the Contracting Officer accordingly.</p>	1	EA		

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED NOTED: _____
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000001	3. EFFECTIVE DATE 09/30/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 1901 North Highway 360, Ste. 500 Grand Prairie TX 75050-1412	CODE ICE/FPS/CENTR/R5	7. ADMINISTERED BY (If other than Item 6) ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 1901 North Highway 360, Ste. 500 Attn: Sally Arnold Grand Prairie TX 75050-1412	CODE ICE/FPS/CENTR/R5
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. HSCEC5-08-Q-00033	
		X 9B. DATED (SEE ITEM 11) 09/30/2008	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 11)	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to change the site visit date for Armed Guard Services, state of Indiana BPA. The site visit date is hereby changed
FROM: Thursday, October 9, 2008
TO: Tuesday, October 14, 2008.
The time and location of the site visit remains unchanged.

LIST OF CHANGES:
Date of Site Visit

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Derek J Dorr President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR (b)(6) <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 11-26-08
16B. UNITED STATES OF AMERICA <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	HSCEC5-08-Q-00033/000001	2	2

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>REMINDER: This solicitation is being sent electronically to all potential offerors. Number of pages may differ slightly depending on the printer characteristics utilized by the offeror. If an offeror believes that they are missing any information, it is the offeror's responsibility to notify the Contracting Officer accordingly.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT D CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 000002	3. EFFECTIVE DATE 10/27/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 1901 North Highway 360, Ste. 500 Grand Prairie TX 75050-1412	CODE ICE/FPS/CENTR/R5	7. ADMINISTERED BY (If other than Item 6) ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 1901 North Highway 360, Ste. 500 Attn: Sally Arnold Grand Prairie TX 75050-1412	CODE ICE/FPS/CENTR/R5
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. HSCEC5-08-Q-00033	
		X 9B. DATED (SEE ITEM 11) 09/30/2008	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 11)	
CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is extend the closing date of this solicitation.
 FROM: Thursday, October 30, 2008
 TO: Wednesday, November 19, 2008.
 Responses to contractor questions related to the site visit and all written clarification requests will be provided in Amendment 000003.

REMINDER: This solicitation is being sent electronically to all potential offerors. Number of pages may differ slightly depending on the printer characteristics utilized by the offeror. If an offeror believes that they are missing any information, it is the offeror's responsibility to notify the Contracting Officer accordingly.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Derek J Dork - President	15C. DATE SIGNED 11-26-08	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED
(b)(6) _____ (Printed name)		16B. UNITED STATES OF AMERICA _____ (Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 1	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
000003		11/13/2008		5. PROJECT NO. (If applicable)	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)	
ICE/FPS/CENTR/R5		ICE/FPS/CENTR/R5		CODE	
ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 1901 North Highway 360, Ste. 500 Grand Prairie TX 75050-1412		ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 1901 North Highway 360, Ste. 500 Attn: Khadijeh Abdullah Grand Prairie TX 75050-1412			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
		HSCEC5-08-Q-00033		09/30/2008	
		10A. MODIFICATION OF CONTRACT/ORDER NO.		10B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is extend the closing date of this solicitation.
 FROM: Wednesday, November 19, 2008
 TO: Wednesday, November 26, 2008.

REMINDER: This solicitation is being sent electronically to all potential offerors. Number of pages may differ slightly depending on the printer characteristics utilized by the offeror. If an offeror believes that they are missing any information, it is the offeror's responsibility to notify the Contracting Officer accordingly.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Derek J Dore - President			
15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(b)(6) _____		16C. DATE SIGNED	
11-24-08		_____ (Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 14
2. AMENDMENT/MODIFICATION NO. 000004	3. EFFECTIVE DATE 11/19/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6 ISSUED BY ICE/FPS/CENTR/R5 ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 1901 North Highway 360, Ste. 500 Grand Prairie TX 75050-1412	CODE ICE/FPS/CENTR/R5	7. ADMINISTERED BY (If other than Item 6) ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 1901 North Highway 360, Ste. 500 Attn: Khadijeh Abdullah Grand Prairie TX 75050-1412	CODE ICE/FPS/CENTR/R5
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. HSCEC5-08-Q-00033	
CODE		X 9B. DATED (SEE ITEM 11) 09/30/2008	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 11)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods (a) By completing Items 8 and 15, and returning 1 copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this amendment is to provide responses to contractor questions related to the site visit and written clarification requests. Questions and answers provided are for informational and clarification purposes only.

REMINDER: This solicitation is being sent electronically to all potential offerors. Number of pages may differ slightly depending on the printer characteristics utilized by the offeror. If an offeror believes that they are missing any information, it is the offeror's responsibility to notify the Contracting Officer accordingly.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Derek J. Doer - President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
(b)(6)	15C. DATE SIGNED 11-20-08	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

Pages 62 through 63 redacted for the following reasons:

(b)(4)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>		1. REQUISITION NUMBER 5PS-08-8439		PAGE OF 1 242	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER	
5. SOLICITATION NUMBER HSCEC5-08-Q-00033		8. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Khadijeh Abdullah		b. TELEPHONE NUMBER (No collect calls) (b)(6)	
9. ISSUED BY ICE/FPS/CENT ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 1901 North Highway 360, Ste. 500 Grand Prairie TX 75050-1412		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (8A)		NAICS 561612 SIZE STANDARD \$17.0	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
15. DELIVER TO FPS Guard BPAs See Exhibit 1 of FPS Solicitation Document		18. ADMINISTERED BY ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 1901 North Highway 360, Ste. 500 Attn: Sally Arnold Grand Prairie TX 75050-1412		13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	
		NOTE: All questions must be submitted in writing electronically, via e:mail, and must be received by the Contract Specialist, Khadijeh Abdullah, (b)(6) no later than 5 PM Local Time on 10/17/08, . A site visit is scheduled for potential offerors at 9 AM on 10/9/08. Attendance is not mandatory but is encouraged in order that potential offerors may see the types of facilities and posts covered by this solicitation. All (Use Reverse and/or Attach Additional Sheets as Necessary)		22. UNIT	
				23. UNIT PRICE	
				24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (Far Govt. Use Only)			
<input checked="" type="checkbox"/> 27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-6 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>5</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		<input type="checkbox"/> 29 AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)	
				31c. DATE SIGNED	

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>interested offerors should meet at 575 N. Pennsylvania Ave., Suite 291 Indianapolis, IN at that time. NOTE: Because of personnel screening processes that take place for all visitors in the lobby of this facility, it is suggested that attendees arrive early in order to be at the designated location on time. Reference FAR 52.237-1</p> <p>Armed Guard Service for the state of Indiana in accordance with attached Schedule. Requisition # 5PS-08-08439</p> <p>REMINDER: This solicitation is being sent electronically to all potential offerors. Number of pages may differ slightly depending on the printer characteristics utilized by the offeror. If an offeror believes that they are missing any information, it is the offeror's responsibility to notify the Contracting Officer accordingly.</p>	1	EA		

32a QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
		32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33 SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36 PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38 S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a RECEIVED BY (Print)		
41b SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		
		42b RECEIVED AT (Location)		
		42c DATE REC'D (YY/MM/DD)	42d TOTAL CONTAINERS	

**Contract Guard and Security Clerk Services Requirements
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1. **Introduction**

1.1 **Use of Acronyms**

This Solicitation/Contract contains numerous acronyms. Whenever a new term is introduced in the Solicitation/Contract that will be referred to by an acronym, the acronym will appear next to the term in parentheses (). The acronyms that will appear in the Solicitation/Contract are listed below for easy reference:

ATR	Agency Technical Representative
BPA	Blanket Purchase Agreement
CM	Contract Manager
CPM	Contract Performance Monitor
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
DHS	Department of Homeland Security
DOL	Department of Labor
EGS	Emergency Guard Service
EOD	Entry on Duty
FAR	Federal Acquisition Regulation
FAS	Federal Acquisition Service, General Services Administration
FLEP	FPS Law Enforcement Personnel
FPS	Federal Protective Service
FSS	Federal Supply Service, General Services Administration
GSA	General Services Administration
HSAM	Homeland Security Acquisition Manual
HSAR	Homeland Security Acquisition Regulations
ICE	Immigration and Customs Enforcement
LESO	Law Enforcement Security Officer
MAS	Multiple Award Schedule, General Services Administration
PBS	Public Buildings Service, General Services Administration
SAS	Special Additional Services
SF 30	Standard Form 30 (Amendment of Solicitation/Modification of Contract)
SGIM	Security guard Information Manual
SOW	Statement of Work
SUPV	Supervisor
SWA	Security Work Authorization
TAS	Temporary Additional Services

1.2 **General Information**

- A. This is a Statement of Work (SOW) for Department of Homeland Security (DHS) Federal Protective Service (FPS) Solicitation/Contract number [REDACTED].
- B. As an integral component of the FPS security effort, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses,

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permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish security guard services as described and required in this SOW. The Contractor shall perform to the standards required in this Contract and will be expected to work closely with FPS representatives throughout the duration of the Contract.

- C. Where the Government identifies and references specific Solicitation/Contract Section numbers, that reference refers to that Section in its entirety, including every subsection having the same number prefix. For example, a reference to the requirements of this SOW under Section 6, includes all of Section 6 through the last subsection identified with a prefix of “6.”

1.3 Information Regarding FPS

- A. FPS is the security and law enforcement component of the Department of Homeland Security, Immigration and Customs Enforcement. FPS is responsible for protecting federally owned or leased facilities. FPS’s mission is to provide a safe environment in which Federal agencies conduct their business without fear of violence, crime or disorder.
- B. Contract security guards have a crucial and highly visible role in support of FPS’s mission. They are usually the first (and sometimes only) contact visitors have with the Federal community, and they are usually the first line of defense in a federally controlled facility. Visitors and federal employees perceive the contract Security Guards to be an integral part of the FPS mission. It is crucial that the Contractor ensure that their employees realize the importance of their role, and perform their duties courteously and professionally at all times.

2 Contract Transition

2.1 Phase-In

- A. A smooth and orderly transition between the Contractor and the predecessor Contractor is necessary to assure minimum disruption to vital Contractor services and Government activities.
- B. The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor Contractor’s employees. The Contractor may notify the predecessor Contractor’s employees that the Contractor will be assuming services upon the Contract start date and may distribute business cards, employment applications, brochures, and other company information to the predecessor Contractor’s employees while they are on duty, provided that there is no interference with the Contract employee’s assigned duties (e.g., during “off hours” or during relief or lunch breaks). However, the Contractor shall not interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor Contractor’s employees while they are on duty.
- C. The Contractor shall provide a transition plan within 5 working days after contract award. The transition plan shall include at a minimum all preliminary licensing and certifications required to initiate performance; process for transitioning predecessor employees;

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recruitment of new employees; and, timeline showing procurement of required equipment and uniforms. The Plan shall address:

1. A strategy for implementing supervisory functions,
2. The process for transitioning predecessor employees,
3. Equipment inventory (radio & phone) and maintenance plan,
4. Weapons Inventory and employee assignment
5. Weapons Transition Plan from .38 Caliber to the .40 Caliber Semi-automatic
6. Communication plan.
7. Relief and break plan,
8. A plan for establishing a reserve force and the current status of staffing levels,
9. A progress report on obtaining permits, licenses, and registrations,
10. A status report on submitting applications for personnel clearances,
11. A strategy for training including schedules, locations, coordinating with FPS monitors, and class staffing levels.

D. For purposes of this solicitation, the Contractor will provide a detailed Weapons Transition Plan to facilitate transition from existing .38 caliber firearms to the SOW required .40 caliber semi-automatic weapons. The Weapons Transition Plan must fully identify and outline exactly how the transition will take place with a definitive schedule and timeline. The Weapons Transition Plan must also address how transitional issues such as familiarization, training, qualifications, remediation and State/Local firearms licensing and permitting compliance will be accomplished.

E. The government will allow a maximum of 60-day start up from the time of the award of the base task order to the initial start of performance.

2.2 Phase-Out of Contract and Continuity of Services

- A. The contractor shall provide a list with the total number of employees and their names performing on the Contract with any applicable suitability and certification expiration dates when requested by the CO in preparation for a new solicitation for follow-on services. Prior to Contract expiration and after a follow-on contract is awarded, the Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor contractor.
- B. After a new Contract is awarded, the Contractor shall disclose necessary personnel records sufficient to allow the successor Contractor to conduct interviews for possible transition (if the Contractor is not awarded the successor Contract). These records shall be provided to the successor at least 45 days prior to date of Contract expiration. If any incumbent employees are selected by the successor and are agreeable to the change, the incumbent Contractor should cooperate to grant the employees release at a mutually agreed date.
- C. As part of the closeout process, the Contractor shall, within 30 days of the final day of performance, turn over all incumbent officer training, medical, suitability and security

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records to the successor contractor as stated in paragraph 19A, 1 thru 17. Failure to do so shall result in a 10% withholding of final payment until this action is accomplished

2.3 Conferences and Meetings

- A. Immediately after award of the Contract and prior to the Contractor's performance at the work site(s), the CO shall notify the Contractor, and the Contracting Officer's Technical Representative (COTR) to schedule a pre-performance meeting that includes an in-depth review of the total Contract requirements and a review of the Contractor's Transition Plan.
- B. During the performance of the Contract, the CO, COTR, and the Contractor shall meet annually or on an as-needed basis to discuss all relevant Contract issues. A mutual effort will be made to resolve all problems identified. The Contractor and the CO or shall sign the written minutes of these meetings, which will be prepared by the Contractor and incorporated into the Contract file. Should the Government not concur with the minutes, the Government shall state, in writing, any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the report in the Contract file.

3 Authority and Jurisdiction, Permits, Licenses, and Adherence to Laws

- A. The Contractor bears the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. The Contractor shall possess **ALL** licenses required to perform services in the State of Indiana.
- B. Prior to commencement of work under this Contract, and except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the state or local jurisdiction in which the services are to be performed to:
 - 1. Obtain, possess, and maintain all business and corporate licenses required to operate as a commercial security service within the entire geographic area covered under this Contract prior to performing any work under this Contract. The Contractor shall furnish a legible copy of all legally required licenses and permits (excluding permits and licenses issued to individual Contract employees) to the CO prior to the Contract start date and provide any revised licenses or permits during the Contract term.
 - 2. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing armed guard services specified under this Contract.
 - 3. Obtain all licenses and permits required for each security guard and supervisor to serve as an armed security guard with the authority to hold and detain individuals suspected of committing crimes.
- C. The Contractor shall complete and certify a written record that shows names and issue dates for each Contract employee having each and all legally required licenses, permits, and

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certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any Contract work. The Contractor shall provide an updated record to the Government upon request of the CO or COTR. The Contractor shall not be reimbursed for services rendered by a Security Guard lacking appropriate permits and certifications.

- D. Failure by the Contractor to obtain all required licenses as of the Contract start date will be grounds for termination for default.
- E. The Contractor must pay all costs and fees associated with applying for, receiving, and maintaining all such permits and licenses throughout the term of the Contract. The costs associated with this requirement must be factored into the Contractor's hourly rate, as they will not be itemized or paid for separately by the Government.
- F. Where Contract employees are required by law to individually apply for licenses and/or permits, and a fee is required by the licensing agency, the Contractor shall reimburse the employee for all costs and fees associated with obtaining the required license/permit.
- G. Armed security guards shall carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed security guard to carry a valid firearm certificate or permit while on duty shall result in the security guard being removed from the armed post until the certificate or permit is obtained.
- H. All armed guards shall carry permit or proper state certification to carry weapons off site. Guards must have the ability to travel to and from their duty station with their weapons
- I. The CO, COTR and all other authorized Government personnel shall have the express authority to examine these documents upon request, at any time, during the duration of this Contract.
- J. Failure by the Contractor to maintain valid licenses and permits will be cause for the Government to take Contractual actions, up to and including termination for default.

4 Qualifications of Personnel

4.1 General Qualifications

- A. The Contractor shall not employ illegal or undocumented aliens as guards for this contract. The Contractor shall expressly incorporate this provision into all subcontracts or subordinate agreements issued in support of this contract.
- B. To be eligible to perform under this Contract, all uniformed Contract employees must meet, to the satisfaction of the CO and COTR, the following requirements:

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1. Be a citizen of the United States of America. The COTR may approve Lawful Permanent Residents who are currently members of the U.S. armed services (Reserves or National Guard) or who possess an Honorable Discharge from a U.S. Military component.
 2. Have a Social Security Card issued and approved by the Social Security Administration.
 3. Be at least 21 years of age. While there is no limit as to the maximum age of security guards, all security guards must be able to withstand the physical demands of the job and must be capable of responding to emergencies. At the request of the COTR, the CO may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.
 4. Possess, at a minimum, either a high school diploma or a GED equivalency certificate.
 5. Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual security guards may be an asset to the Contractor.
 6. And meet *one* of the following experience/education requirements:
 - a. Three years of security experience within the past five years; or
 - b. An Associate's Degree in a related field and at least one year of experience; or
 - c. Three years of military or National Guard (active duty or reserve) experience; or
 - d. Successful completion of a state certified Police Officer's Standard Training (POST) course; or
 - e. Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework related in the field).
- C. Prior to working under the Contract, every supervisor and contract guard must be eligible to possess a valid FPS certification card. The FPS certification card is evidence that the guard has:
1. Received a favorable preliminary adjudication from FPS;
 2. Passed the medical examination;
 3. Completed the required training;
 4. Passed the required examination(s);
 5. And meets all other qualification criteria to be an FPS Contract security guard.

5 Quality Control**5.1 Contractor-Provided Quality Control Plan**

- A. The Contractor shall provide a detailed Quality Control Plan within 15 days of Contract award. The Contractor's Quality Control Plan shall include, but not be limited to, the following areas:
1. Identification of the Quality Control Monitor(s) assigned and include evidence of their qualifications.
 2. A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors. Inspections shall be conducted by the Quality Control Monitor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance by the Contractor. While the Contractor may perform more inspections than are required in the Quality Control Plan, in no event shall the Contractor perform fewer inspections than required by that Plan. Quality Control Inspection Check Lists which include, as a minimum, checks of: equipment, uniform and appearance; attendance; sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall contract performance.
 3. A description of the Contractor's employee reward/incentive program and the Contractor's discipline procedures, used when the Contractor's Quality Control Monitors or the Government notes superior or deficient performance.
 4. Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this Contract.
- B. Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file with the Contractor for all inspections made during the entire Contract period. The Contractor shall make those reports available to the CO or COTR upon request.
- C. The Contractor shall brief the COTR of any problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned to resolve the problem. If the Contractor's performance indicates that additional quality control measures are needed, the CO and COTR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. Through the CO, the COTR may request that the Contractor take additional steps to improve both the overall performance of the Contract and adherence to their Quality Control Plan.
- D. The Government shall consider the Contractor's adherence to their stated Quality Control Plan during annual performance evaluations. Failure by the Contractor to adhere to their stated Quality Control Plan may result in Contractual actions being taken by the Government.

5.2 Government-Provided Quality Control

- A. The Government shall use all methods deemed necessary to ensure that the Contractor's employees are following the terms of the Contract. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the security guards' actions; and surveys of building tenants regarding the security guards' performance, including the security guards' professionalism, courtesy, and knowledge of their assigned duties.
- B. In the event a breach of assigned duty by the Contractor's employee(s) is identified during a quality control exercise, the CO and/or COTR shall contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).
- C. The Government may assess price deductions for each post hour where services are not rendered according to the provisions of this Contract.

6 Services Required – Non-Supervisory Security Guards

6.1 Order of Precedence

The Contractor's employees shall perform the services as prescribed by:

- A. The Contract, including the task order(s);
- B. The Post Orders;
- C. The Officer's Duty Book (including FPS Operating Orders and Standard Operating Procedures and the Building Occupant Emergency Plan);
- D. Security Guard Information Manual (SGIM)

In the event of an inconsistency between documents, the Contract takes precedence over other documents.

6.2 Security Guard Post Assignment Record

- A. Security guards shall perform all tasks in accordance with the duties outlined on the Security Guard Post Assignment Record (Post Orders), which are prepared by FPS for all shifts on each post. The Post Orders define the specific duties that the contract security guards are to perform. The security guards shall not deviate from the directions provided by the Post Orders except in emergencies or as directed by the COTR. The COTR may modify, amend, and/or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the Contract scope has no impact on the Contract cost. Such changes shall not require modification to the task order or Contract.

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- B. Changes to the post orders that increase or decrease the number of hours specified, that increase or decrease the amount of equipment and/or supplies required, or otherwise affect the Contractor's cost or the Contract price, must be made by the CO through a written modification to the Contract or task order. The Contractor may be financially liable for accepting or implementing changes by anyone other than the CO; therefore, the Contractor shall be responsible for verifying with the CO whether any requested changes should be provided pending issuance of a Contract or Task Order modification.

6.3 Typical Duties

- A. Security guards will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each security guard post will have the Post Orders, SGIM, Officer's Duty Book and DHS 139 (Record of Time of Arrival/Departure from Buildings).
- B. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.
- C. Security guards must be thoroughly familiar with the Post Orders at all posts where they are assigned to work. Under no circumstance should any security guard neglect his/her assigned duties in order to familiarize him/herself with Post Orders.
- D. Off-going guards shall provide a brief to on-coming guards of the events and occurrences that have recently happened, are continuing, or are anticipated for the post.
- E. Security guards shall be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the security guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion.

6.3-1 Access/Egress Posts

- A. Prior to arriving on duty, each security guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each security guard shall be familiar with each tenant Agency's name and the locations within the facility of the most commonly sought-after offices or locations, such as service offices, restrooms, elevators, entrances and exits, retail spaces, and parking areas, and shall provide that information to any visitor upon request.
- B. Security guards assigned to access/egress posts shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exit, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the Post Orders.

- C. Security guards shall be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control.
- D. Security guards shall answer questions and provide directions to visitors and building tenants.
- E. Security guards shall process visitors as directed in the Post Orders by verifying visitors' identification, contacting agency sponsors or escorts, fabricating and issuing visitor passes, entering and maintaining data on visitor logs or automated visitor data base programs, and ensuring visitors are presented for appropriate personnel and package screening. Security guards shall prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected. Security guards shall report all such incidents in accordance with established procedures as detailed in the Post Orders.
- F. Security guards shall perform package inspection when and as directed by the Post Orders, or as directed by the COTR in the event of an emergency or an elevated security posture. The Post Orders will describe the type of inspection required. These inspections may be conducted using automated technology; by manual tactile techniques, such as touching and feeling or by visual surveillance. Admittance shall be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.
- G. Security guards will be responsible for operating all security equipment on post, such as X-ray machines, magnetometers, hand-held screening wands and closed circuit television (CCTV). No security guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment.
- H. Security guards will be required to conduct and report on security equipment performance tests as directed in the Post Orders. Daily, weekly, or monthly performance tests may be conducted on security equipment such as walkthrough and hand-held magnetometers, x-ray machines, ionizers, air samplers, under-carriage inspection systems, active traffic barriers, and other automated security devices. The results of the tests are to be recorded on an appropriate form provided by the Government as directed in the Post Orders.

6.3-2 Roving Posts

- A. Security guards shall conduct patrols in accordance with routes and schedules established in the Post Orders and shall observe, detect, report, and respond to all suspected or apparent security violations. Roving patrol security guards will serve as the first responder to all security alarms and emergencies occurring within the area of assignment.
- B. Some posts may require a combination of fixed hours at a security guard booth and roving patrols. Security guards shall adhere to the patrol schedule as outlined in the post orders or as directed by the COTR.

6.3-3 Traffic Control

When required by the Post Orders, security guards will direct traffic (vehicular and pedestrian), control parking, issue traffic courtesy violation notices, and observe the environment for suspicious vehicles or persons. Security guards may operate traffic control points and identify, delay, and detain all suspicious vehicles and personnel as necessary to maintain a level of security sufficient to ensure the safety and protection of all personnel, property, and resources within the facility.

6.3-4 Receipt, Use and Safeguarding of Keys

- A. Based on the Post Orders and coordination with the COTR, security guards will be responsible for receiving and using keys and access control devices (i.e., “key cards,” lock combinations) that are issued for the guards’ use. Keys and access control devices shall be safeguarded and secured as sensitive assets as directed by Post Orders. All keys and access control devices are the property of the Government and are to be returned to the issuing agency at the termination of the Contract.
- B. Security guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COTR. Keys or access control devices that are missing, lost, unusable, and/or stolen shall be immediately reported to the FPS Mega Center, the COTR, and the security guard’s supervisor as soon as the security guard detects the loss or the problem.

6.3-5 Security and Fire Systems

- A. Security guards shall monitor and operate building fire alarm, environmental and intrusion detection systems, closed circuit television systems, automated access control systems, package and personnel screening systems, communications systems, and other protection devices or building equipment located on or near the post, in accordance with the Post Orders.
- B. When an alarm sounds, the security guard shall immediately report and record the incident as required by the Post Orders.
- C. Security guards shall not disengage, shut off, remove, reposition, obstruct, or in any way interfere with the Government video surveillance cameras/systems.
- D. Security guards shall immediately notify their supervisor, the COTR, and the FPS Mega Center if any of the systems under their control malfunction, fail completely, or otherwise need maintenance.

6.3-6 Utility Systems

- A. Security guards may be required to lock or unlock specific entrances/exits and turn on/off lights in their duty area at specific times as prescribed in the Post Orders.

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- B. During emergencies, security guards may be required to perform simple emergency-related functions that activate or deactivate building systems, such as heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches. The required functions will be detailed in the Post Orders.

6.3-7 Building Rules and Regulations

Security guards will monitor and observe building occupants and visitors for compliance with the Federal Management Regulations (41 CFR 102-74) and the facility's posted rules and regulations. Security guards shall also identify, report, delay, or detain those persons who violate the rules and regulations as appropriate and in accordance with the Post Orders.

6.3-8 Physical Security, Law and Order

Security guards shall maintain physical security, law and order as prescribed by statute, regulation, and Post Orders. Security guards are responsible for detecting, delaying, detaining, and/or apprehending persons attempting to gain unauthorized access to Government property or otherwise violating laws, rules, and regulations.

6.3-9 Hazardous Conditions

In accordance with procedures in the Post Orders, security guards shall immediately report all potentially hazardous conditions and items in need of repair, such as inoperative lights, locks, security hardware, leaky faucets, toilet stoppages, broken or slippery floor surfaces, blocked emergency routes or exits.

6.3-10 Response to Injury or Illness

Security guards shall summon professional assistance in accordance with procedures in the Post Orders in the event of injury or illness to Government employees or others while in the building or on the grounds.

6.3-11 Additional Duties

Security guards shall turn off unnecessary lights; check safes and security containers, lock repositories, and cabinets; close and secure open windows; close and secure doors, gates and other facility access points; and perform any other additional duties as prescribed in the Post Orders. Security guards are not janitors, building maintenance staff, delivery persons, receiving officials, or mechanics, and will not be required or expected to provide any building systems services except the very basic functions as required in the Post Orders.

6.3-12 Reports, Records, and Testimony

- A. Security guards shall prepare and maintain required reports in accordance with the Post Orders regarding security-related issues, such as accidents, fires, bomb threats, unusual

incidents and unlawful acts, and provide these reports to those officials specified by the COTR.

- B. While on duty, security guards shall verbally report threatening circumstances and potentially threatening activities they observe to the FPS Mega Center and, when possible, to the COTR. Whenever possible, security guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all necessary backup and support to lessen or eliminate the potential threat.
- C. Security guards may be required to testify in various judicial proceedings on behalf of the Government. Security guards shall coordinate all Contract-related court appearances with the COTR. Contract-related court testimony on behalf of the Government shall take priority over all other Contractor-scheduled duties. Security guards who are required to make a court appearance shall be remunerated by the Contractor at the same hourly rate they would earn while on duty, and the Contractor shall in turn be remunerated by the Government. The Contractor shall be required to invoice for the actual hours the security guard spent at court (including transit times from the duty station to the court), whether or not his/her testimony was used and/or provided (court delays are common, and multiple appearances by the testifying security guard may be required). Unless otherwise required by the COTR, Contract employees who are scheduled to testify on behalf of the Government shall appear for court testimony in full uniform, but without weapons/firearms.
- D. The Contractor shall provide qualified Contract security guards to fulfill post requirements affected by Contract employees testifying on behalf of the Government.

6.3-13 Civil Disturbances

Security guards shall be required to perform other such functions as may be necessary in the event of situations or occurrences such as civil disturbances, attempts to commit espionage, sabotage, or other criminal acts adversely affecting the security and/or safety of the Government, its employees, property, and the general public lawfully in buildings or on the grounds under the control of the Government.

6.3-14 Emergencies

In case of an emergency condition requiring immediate attention, the Contractor's on-site supervisor or the shift supervisor shall take action at the direction of or in coordination with the COTR, to divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in the Occupant Emergency Plan. The Contractor shall immediately notify the Designated Government Official or Prime Tenant Agency, as applicable, of action taken, and shall immediately contact the FPS Mega Center to report the same information. No additional cost shall be charged the Government for the diversion, and the Contractor shall not be penalized for the normal daily work not completed which was otherwise scheduled. Incidents of this nature shall be reported in accordance with procedures outlined in the Officer's Duty Book. As soon as the situation is resolved, the Contract employees should return to their assigned posts and duties.

6.3-15 Primary Security Responses

In some situations, security guards may be required to act independently as the primary security response until law enforcement assistance arrives.

6.4 Contract Security Guard Duty Register

- A. The Contractor's employees shall sign-in when reporting for work and shall sign-out when leaving using the DHS 139 (Record of Time of Arrival/Departure from Buildings). Security guards who patrol between buildings will sign in and out at each building visited as directed by the Post Orders. The Government shall specify the on-site registration points and the Contractor must use those points for this purpose. Contract employees working on TAS/SAS posts will record "TAS/SAS" in the "Post" column. Relief security guards shall sign in and out at each post visited as directed by the Post Orders.
- B. Each successively lower line on the DHS 139 must be completed in chronological order without exception. Lines may not be left blank among signatures in any period. No more than one line may be used to enter a calendar date for separating individual workdays.
- C. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be credited for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the DHS 139, the Contract employee should draw a single line through the entire line on which such mistakes appear. The next line immediately below (or following on subsequent sheet's) will be used to record all information in the correct manner. The Contractor must attach a detailed memorandum of explanation to each DHS 139 containing erroneous entries describing all mistakes made with the applicable valid lines of information, and for reporting the reasons for those mistakes.
- D. The COTR shall retain all original DHS 139s and shall provide copies upon request by the Contractor.
- E. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.

7 Key Personnel

- A. Under this contract, the Contract Manager and Supervisors are designated as "key personnel." The Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications and demonstrating that the proposed Key Personnel meet the requirements listed below. If the proposed Key Personnel do not meet the requirements, the Contractor shall attach a written waiver request that will cite both the areas where the proposed Key Personnel do not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed Key Personnel to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed Key Personnel

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possesses the ability to effectively manage, supervise, or train security guards in a security guard contract of the size and scope described in this Solicitation/Task Order.

- B. The CO must approve the proposed Key Personnel prior to his/her assignment under this Contract. The Contractor shall not replace any of the Key Personnel without submitted a key Personnel Resume to the CO for her/his approval. The CO and COTR have the right to request the replacement of a supervisor that does not meet performance standard expectations.

7.1 Contract Manager (CM)

- A. The Contract Manager (CM) position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development and implementation from inspection to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task Contracts or subcontracts of various types and complexity.
- B. The CM must have either completed a four year course of study leading to a bachelor's degree with a major in any field of study, or have substantial and credible law enforcement, military, or business management experience that demonstrates the individual's capacity to effectively manage a security guard Contract/task order of the size and scope described in this SOW.
- C. The CM shall have complete authority to act for the Contractor during the term of the Task Order. **The duties of the CM shall not, under any circumstances, be performed by uniformed employees performing productive or supervisory hours under the term of the Contract/task order or any other guard Contract/task order administered by FPS.** The CM shall have the authority to accept notices of deductions, inspection reports, and all correspondence on behalf of the Contractor. The CM will have the overall responsibility for implementing, monitoring, and upgrading the Contractor's quality control plan and is responsible for ensuring that the Contractor's work force complies at all times with the contract requirements.
- D. The CM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss problem areas. After normal duty hours or on weekends and holidays, the CM shall be available within two (2) hours.
- E. The Contractor shall provide to the CO and COTR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the Contract.
- F. The CM is a salaried managerial position not specifically required in the line item(s) identified in this SOW, therefore, the Contractor shall factor all costs associated with providing a CM into its offering prices (e.g., overhead/G&A).

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7.2 Supervisor

- A. Each Supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security guard service). The Contractor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the Contractor offers evidence of similar leadership experience. The acceptance of such an alternative shall be at the discretion of the CO. The terms "Area Supervisor," "On Site Supervisor," and "Supervisor" are interchangeable and mean a person who has authority to act for the Contractor on a day-to-day basis at the work site.
- B. The Contractor shall provide the name(s), telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address (if any), and office address of the Area Supervisor(s) by the date of the first meeting after award of the Contract.
- C. The Contractor shall provide the level of supervision sufficient to meet the Contract requirements.
- D. All Supervisors shall be required to sign in on a DHS 139 upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs shall be used by the Government to ascertain the level of supervision being provided to the security guards working under this Contract.
- E. All costs associated with the Contractor's Supervision must be factored into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

8 Work Scheduling Procedures

The Contractor shall be responsible for scheduling all work and notifying security guards of their work schedules in a manner consistent with effective Contract management. When requested by the CO or COTR, the Contractor shall furnish a copy of the most current schedule to the Government.

Breaks and/or lunch reliefs shall be provided by the Contractor in accordance with DOL regulations.

9 Contract Guard Labor Category

Only DOL category Guard II security guards may be utilized to perform services under this Contract. All category Guard II security guards must be firearms qualified.

10 Contract Effort Required

10.1 Contract Effort Required – Productive Hours

The minimum productive hours required by the Government will be specified on each task order issued.

10.2 Contract Effort Required – Supervisory Hours

- A. Specific hours of supervision will not be required under this Contract. Instead, the Contractor shall be responsible for providing a level of supervision sufficient to ensure effective performance by the productive security guards over the course of this Contract, as agreed to by the Government as part of the Contractor's technical proposal and incorporated into the Contract upon Contract award.
- B. In the event that the Government determines that the supervision provided by the Contractor is insufficient to effectively manage the security guards, the Government and Contractor shall meet to discuss the Contractor's Supervision plan and ways in which the Contractor's performance can be improved.

10.3 Contract Effort Required – Reserve Security Guard Force

- A. The Contractor shall be required to maintain, at all times, an on-call reserve force. This reserve force shall be of sufficient size to provide the amount of temporary or emergency staffing (TAS/SAS) services (e.g., services in the event of a natural disaster, civil disturbance, or other unanticipated event). The Contractor shall ascertain how this reserve security guard force shall be acquired and maintained. All reserve security guards shall meet the minimum qualification standards required in this Contract before working any post under this Contract.
- B. The Government strongly recommends that the Contractor maintain a reserve force equivalent to at least 20% of the existing security guard force at any given time.
- C. The Contractor should factor the costs for maintaining a reserve security guard force into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

11 Training

11.1 General

- A. All security guards and uniformed supervisors working under this Contract must complete the following training and pass the required written examination. Certifications may be honored for contract security guards and uniformed supervisors who worked under the predecessor Contract and who maintain valid certification credentials.
- B. The Training Syllabus is located in the Exhibits. The Contractor shall be responsible for providing the CO and COTR a copy of its Training Plan and proposed Training and Qualifications Schedule within 10 calendar days after award of the Contract. The Contractor

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shall notify the COTR of any changes to the proposed Training and Qualifications Schedule not less than 10 calendar days before the date of the training session.

- C. The Contractor bears the entire responsibility for scheduling and coordinating with FPS for the Government-provided training courses, the written examinations, and weapons qualifications.
- D. The Contractor shall also bear all costs and responsibilities related to their employees' attendance at any contract mandated training class, test or examination, including all expenses for transportation, lodging and meals (as may be necessary). Currently certified FPS contract guards that are required to go to any training, testing or examination to maintain their FPS certification status, including weapons transition training, shall be paid in accordance with the applicable Service Contract Act (SCA) Department of Labor prevailing wage determination or collective bargaining agreement. For pay purposes, the vendor shall treat time spent by certified contract guards in training and testing as the equivalent of time spent standing post. By contrast, pre-certification training provided by the contractor shall be governed by the payment requirements of the Fair Labor Standards Act (FLSA). Costs related to any training, test or examination required by the contract must be factored into the offering price, as they will not be itemized or paid separately by the Government after award.
- E. The CO, COTR, or any FPS personnel shall be allowed to observe any training and qualifying sessions sponsored or provided by the Contractor without any advance notice. The purpose of such observation is to ensure that the Contractor is adhering to the training syllabus and is complying with the stated training requirements defined in this Contract.

11.2 Training Requirements by Position

This subsection details the training requirements that must be successfully completed by all uniformed Contract employees. Training certifications are required for individual Contract employees. The Contractor shall maintain copies of all training certification in its personnel files and provide copies to the CO or COTR immediately upon request, or as directed.

11.2-1 Security Guards

- A. All productive and supervisory security guards working under this Contract must take the required training as outlined in the exhibits. The Government will provide to the Contractor one copy of the Security Guard Information Manual (SGIM). The Contractor shall be responsible for photocopying the manuals for their employees' use, at no cost to the Government. The SGIM shall be provided to Contractor's employees on the first day of their basic training course.
- B. "One-time only" courses are defined as courses that, if the employee successfully completes, do not have to be taken again during the Contract term. One-time only courses are (1) basic training; (2) FPS "orientation" training; (3) current FPS Basic Firearms Training; and, (4) the written exam. However, additional training may be required on Magnetometer/x-ray if or when the equipment or technology is changed. The training certifications, excluding FPS

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orientation, are transferable to other FPS security guard service contracts, provided that the Contractor can furnish evidence (e.g., a valid, signed certification) that the training was successfully completed during the predecessor Contract.

- C. Each Contract employee, whether productive or supervisory, must take and complete 40 hours of refresher training within three (3) years of the previous (basic or refresher) training conclusion date.

11.2-2 Supervisors

- A. All uniformed supervisors working under this Contract must successfully complete all training established for productive security guards including x-ray and magnetometer training. In addition, supervisors must complete nine hours of supervisory training based on a Contractor-provided Supervisory Training Manual. Following completion of basic training, the supervisors will be required to take and pass the basic written examination.
- B. Supervisors shall not be permitted to work under this Contract without having passed the basic training, written examination for basic training, the basic firearms course, firearms practical qualification, and the Contractor Supervisory Training.

11.3 Written Examination

- A. Upon the Contract employees' completion of the basic training class and a favorable pre-employment suitability, the Contractor must schedule with FPS the Government-administered written examination. This exam will test their employees' familiarity with and understanding of the information contained in the SGIM. The test has 50 multiple-choice questions. All of the questions on the test are taken verbatim from the SGIM. The passing score for the examination is 70% (35 questions correct out of 50 possible questions).
- B. If a Contract employee does not pass the examination on the first attempt, s/he will be given one additional attempt within 90 days from the date of the first failed attempt to pass the written examination. If the Contract employee fails after the second attempt, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. If a Contract employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, s/he must wait one (1) year to re-train and re-take the examination and will not be permitted to work under any FPS Contract during that one-year waiting period. After the one (1) year suspension period has expired, the guard is considered a new hire.
- C. No waivers shall be granted regarding the testing policies and procedures.

11.4 Weapons Training and Qualification

- A. The Contractor is responsible for providing forty (40) hours of weapons training prior to sending the Contract employees to a firing range for the initial range qualification test

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- session. Of the forty hours, twenty-four (24) hours will be actual training/shooting time on a firing range.
- B. The Contractor employee must carry the same weapon, identified by its serial number, with which they qualify on the firing range. The Contract employee must qualify using their duty ammunition.
- C. For firearms training/qualification, all FPS security guards are required to wear their duty uniform to include footwear, issued gun belt, holster and keepers.
- D. For the purposes of this Contract, the Government requires that each Contract employee who receives firearms training shall fire at least 500 rounds of ammunition during the course of range training. The Contractor shall factor into the offering price the cost of ammunition. Ammunition shall not be itemized or paid for separately by the Government.
- E. Each firearms qualification “session” consists of no more than two (2) attempts to qualify. If unsuccessful, the second attempt must be completed immediately after the first attempt. A qualifying score is 80% or better. See Exhibit 4E. If the contract employee fails to qualify during the first session, the employee must attempt to qualify within 30 days at a second qualification session. Before attempting to qualify in the second qualification session, the Contractor must provide a minimum of eight (8) hours of remedial training. The Contractor is responsible in determining what training the employee will need to complete in order to successfully qualify. After failing the second qualification session, the Contractor must provide a minimum of eight (8) hours of remedial training prior to each session (2 attempts) at qualification by the employee. The employee cannot commence working on contract until successfully achieving a qualifying score. The Contractor shall document the employee’s file with any and all remedial training given to enable the employee to pass the firearms course. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by the Contractor to enable Contract employees to annually re-qualify on the course.
- F. Any Contract employee who has successfully completed a 40 hour firearms course under a predecessor FPS Contract may be exempted from the 40 hours of firearms training, provided the Contractor can furnish adequate proof (e.g., a valid, legible copy of a Training Certificate or firearms certification) that such training was successfully completed. The COTR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience. Prior successful training completion by the Contract employee shall not exempt the Contract employee from the annual range qualification requirements.
- G. If the weapon platform required under this Contract is different from the guard’s previous qualification, the Contractor is responsible for providing adequate weapon transition training. The training plan shall include a weapons transition training plan, if applicable.
- H. Unless prohibited by state or local law, all weapons range training and qualifications (whether on an FPS range or a commercial range) shall be conducted using current FPS targets only. The Contractor shall furnish an adequate supply of targets for weapons

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qualifications. Targets shall have a cardboard backing of equal or greater size than the target itself. If the target is non-turning a shot timer shall be used. The Contractor shall factor the cost of the targets into the offering prices, as they will not otherwise be paid for by the Government after Contract award.

11.4-1 Annual Firearms Re-Qualification

- A. The Contractor shall ensure that all Contract employees receive the training or range time necessary to successfully re-qualify on the practical firearms course annually. Any guard attempting annual re-qualification who fails to re-qualify is no longer certified to carry a weapon and shall not be permitted to work on an armed post. Refresher training for intermediate weapons will also be conducted. The costs of such preparations should be factored into the offering prices, as it will not be itemized or paid for separately by the Government.
- B. Successful firearms range qualification by Contract employees as part of a state or local firearms permit/license issuance process shall not be considered an acceptable replacement or substitute for the annual firearms qualification required by this Contract.
- C. FPS Law Enforcement personnel or trained representative will witness firearms qualification for Contract employees. Firearms qualifications that are not witnessed by FPS will not be deemed acceptable for the purposes of this contract.
- D. The Contractor shall provide the necessary weapons and ammunition for training and qualifications. If an FPS Training Center is used to conduct range qualifications, the Contractor shall provide a list of serial numbers of Contractor-provided firearms to be used for qualifications 48 hours prior to scheduled training and qualification to the FPS Training Center. All Contractor-provided weapons used for qualifications of Contract employees will be made available for inspection and approval by an FPS representative prior to use on any Government firing range. Contract employees must adhere to the rules and regulations of the firing range. The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the range.

11.5 Minimum Age for Firearms Licensing

- A. Notwithstanding the minimum age requirement cited elsewhere in the Statement of Work, the Contractor must follow Federal, state and/or local licensing requirements for Contract employees. In most areas the minimum age requirements for armed security guard personnel is twenty-one (21) years of age.
- B. In the event that there is a legal licensing requirement regarding the minimum age for a security guard, that requirement shall take precedence over the Contract's stated acceptable minimum age.

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11.6 FPS-Specific Training

- A. All Contract employees must receive FPS-specific training. The COTR and the Contractor will schedule the site(s) and date(s) of the training session(s) after the award of the Contract and prior to the Contract start date. (See Exhibit 4C).
- B. Security guards and uniformed supervisors who worked under the predecessor Contract may be exempt from this training, provided the Contractor can furnish adequate proof that such training was successfully completed (e.g., a valid, legible copy of a Training Certificate). The COTR shall have the sole discretion to accept or deny proposed exemptions from training based on prior training experience.

11.7 Government-Provided Magnetometer/X-Ray Training

All Contract employees shall receive up to eight (8) hours of Government-provided training on the use and handling of magnetometers and/or x-rays. Upon completion of this training, the FPS Training Representative will issue each Contract employee a certificate of training completion.

11.8 CPR/AED/First Aid Training

- A. Any Contract employee that does not possess valid and current CPR, AED and First Aid certification cards are not considered qualified to perform on this contract.
- B. The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR, AED, and First Aid training to all employees assigned to work under this Contract. CPR and AED training and certification must include adult, youth, and infant training modules. Training certification shall be valid for one year. Prior to the expiration of the CPR and AED certification, the Contract employee must become re-certified. Recertification training shall cover adult, youth, and infant CPR procedures as well as AED procedures. The Government requires that each CPR/AED course MUST provide practical training (e.g., on “dummies”) on resuscitation techniques and be conducted in accordance with American Red Cross (ARC) standards by ARC certified instructors.
- C. First Aid training and certification shall be valid for a period of three years. Upon expiration of the First Aid certification, the Contract employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.
- D. A post is considered “open” if manned by unqualified contract employees.

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11.9 Other Special Training

- A. The Contractor is responsible for providing any training required by state or local jurisdictions pertaining to the use or carriage of any lethal or less-than-lethal weapons (i.e. expandable or straight police baton, sprays or repellants, conducted energy weapons, stun weapons, etc.), equipment, or devices required in this Task Order.
- B. In certain cases, the Contractor's employees will receive special training that will be given by the tenant agency or by FPS. The number of training hours and the posts to which the special requirements apply will be provided when the requirement arises. The Contractor will be required to schedule the training, to compensate all security guards for off-duty training at their regular hourly rate/salary, and to ensure that all posts are manned while training is in progress.

11.10 Training of Replacement Employees

All replacement employees shall meet the training and testing requirements specified in this Subsection at no cost to the Government.

11.11 Schedule of Provided Training and Testing

The Contractor shall schedule and coordinate Government provided training and testing with the COTR. Government training can only be scheduled after Contract award.

11.12 Government Provided Training - Failure to Attend

- A. The Contractor shall ensure that the employees attend all scheduled training and examination/qualification sessions. The term 'absence' includes any person properly scheduled for training/testing and who fails to report to the appointed place at the proper time and date. An absence may be excused or unexcused. The FPS Training Instructor shall compile a list of all employees who have an unexcused absence for each day of training and will forward this list to the CO.

11.13 Training Waivers

- A. In certain rare circumstances, such as emergencies or significant, unanticipated increases in required services, the CO may temporarily waive the time frames in which training and/or testing must be provided before a Contract employee can work under the Contract. However, all such waivers must be requested in writing by the Contractor, citing the specific reasons why the time frame for training/testing should be temporarily waived, and citing a specific deadline in which the required training/testing will be successfully completed by the Contract employee, not to exceed 120 calendar days. Under no circumstances shall a Contract employee work under a temporary waiver without the CO's written consent. If the CO grants a temporary waiver for the time frame requested by the Contractor, the Contractor shall abide by that time frame and, upon expiration of the temporary waiver deadline date, shall have

completed the training/testing requirements or shall remove the affected Contract employee(s) from the Contract.

- B. The training and testing requirements shall not be permanently waived.

12 Medical and Physical Qualifications

12.1 General

- A. The Contractor shall ensure all uniformed employees working under the Contract meet the medical requirements described in the following sections. The Government will not grant any waivers of the medical standards.
- B. The Contractor is also responsible for ensuring that all uniformed employees are able to perform the essential functions described below, with any reasonable accommodation. If one of the Contractor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense.
- C. The Contractor, not the Government, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (ADA-(42 USC 12101-12213) and the Rehabilitation Act of 1973 (29 USC 790-794).)

12.2 Medical Standards

- A. The Contractor shall require all of its employees, who are prospective FPS contract guards, to undergo a pre-employment medical/physical examination and every three years thereafter. The Contractor shall ensure that all of its uniformed employees meet the medical standards set forth below. Examinations shall be administered by a licensed physician and documented on a Standard Form (SF) 78. (Ref Exhibit 6A).
- B. The Contractor shall fully and accurately complete Section 4 of the SF 78 based on the medical standards and essential job functions set forth in the Contract. All guards (productive and supervisory) must meet the health certification requirements listed in the SF 78. The Contractor shall submit a completed SF 78 for each employee to the COTR prior to any Contract employee being permitted to work under the Contract.
- C. If an employee of the Contractor claims that s/he has a disability that prevents him/her from meeting the medical standards or performing the essential job functions, it is the Contractor's responsibility to obtain medical verification of the disability and to provide reasonable accommodation, if necessary, at its own expense. The COTR will review all medical documentation to ensure that it is complete and in compliance with the Contract. No guard shall be permitted to work under the Contract until the certificate and medical documentation has been reviewed and approved for compliance with the Contract by the COTR.

D. All Contract employees must meet the following medical standards:

1. **Vision:** Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must not test less than 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision.
2. **Hearing:** Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels. Use of a hearing aid is authorized.
3. **Speech:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak is a disqualifying factor.
4. **Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.
5. **Chest and Respiratory System:** Individual must have a healthy respiratory system. Any disease or condition that interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.
6. **Gastrointestinal System:** Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor. An ulcer active within the past year may also be a disqualifying factor.
7. **Genitourinary System:** Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is disqualifying.
8. **Endocrine and Metabolic Systems:** Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect the individual's safe and efficient job performance is a disqualifying factor.
9. **Musculoskeletal System:** Any condition that adversely impacts on the individual's movement, agility, flexibility, strength, dexterity, coordination, or the ability to accelerate, decelerate, or change directions, and that is likely to adversely affect the individual's safe and efficient performance of duties, is a disqualifying factor.

10. **Hematology System:** Any hematological condition that is characterized as chronic has caused a hematological crisis, or adversely impacts the individual's safe and efficient performance of duties is a disqualifying factor. Such conditions may include anemia or thrombocytopenia.
11. **Neurological Systems:** Any disease or condition that interferes with the individual's central or peripheral nervous system function and that is likely to adversely affect the safe and efficient performance of duties is a disqualifying factor. Any condition with loss of motor skills, muscle strength, cognitive function, coordination, or gait; sensory loss (limb, hearing, or vision); tremor; pain; or effect on speech is a disqualifying factor.
12. **Psychiatric Disorders:** Any disorder that affects the individual's judgment, cognitive function, or the safe and efficient performance of essential job functions, is a disqualifying factor.
13. **Dermatology:** Any disease or condition that may cause the individual to be unduly susceptible to injury or disease as a consequence of environmental exposures, including the sun, or which results in restricted functioning or movement and thereby impairs the safe and efficient performance of essential job functions is a disqualifying factor.
14. **Medication:** The individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with the potential for addiction, that is taken for extended periods of time (e.g., beyond 10 days), or is prescribed for a persistent or recurring underlying condition, is a disqualifying factor.
15. **Organ transplantation and prosthetic devices:** Any transplantation or prosthetic device that adversely affects the individual's ability to safely and efficiently perform essential job functions is a disqualifying factor.

12.3 Physical Demands

- A. Contract employees are expected to be physically able to perform the following tasks or functions in the performance of their assigned duties:
 - a. Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.
 - b. Frequent contact with the general public, law enforcement, and dispatch center, requiring the ability to speak clearly and distinctly and remain calm in stressful

situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).

- c. Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels. Drinking of a non-alcoholic liquid is permitted but it must be in a non-branded container.
- d. Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.
- e. Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, and (where required by post assignment) firearm at any time while on duty.
- f. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
- g. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR while waiting for arrival of paramedics or other emergency personnel), and
- h. Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).

- B. Individuals deemed incapable of performing the above tasks or functions will be removed from the Contract upon the CO’s request.
- C. The Contractor shall be responsible for encouraging and promoting employees assigned to this Contract to maintain an ongoing and regular program of physical fitness, at no cost to the Government.

12.4 Initial and Recurring Screening for Illegal Drugs

- A. As part of the medical examination, all Contract employees must submit to an initial urine drug screening that tests for the following five (5) substances at the following cutoff levels (nanogram per milliliter, ng/ mL):

<u>Substance</u>	<u>Cutoff Level (ng/mL)</u>
Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	2,000
Phencyclidine	25

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Amphetamines 1,000

- B. The Contractor will perform random drug screening of 5% of the guard force assigned to this contract over a 12- month period. Contract Security Guards must resubmit to a urine drug screening upon renewal of physical forms every three years.
- C. Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration’s (SAMHSA) “Mandatory Guidelines for Federal Workplace Drug Testing Programs.” These guidelines can be accessed via the Internet at: www.health.org/GDLNS-94.htm or at: <http://wmcare.samhsa.gov>.¹ The Contractor is strongly urged to use one of the laboratories listed on SAMHSA’s “*Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies*,” which is accessible via the Internet at: www.health.org/labs/index.htm or at: <http://wmcare.samhsa.gov>. This list is updated on a monthly basis. If the Contractor chooses to use a laboratory not shown on SAMHSA’s current list, the Contractor must verify whether the laboratory’s methodology conforms to SAMHSA’s guidelines prior to utilizing that laboratory to perform drug screenings.
- D. Other drug testing methods (hair, sweat patch, etc.) are commercially available but are not acceptable for the purposes of this Contract, due to widely varying standards of testing and laboratory reliability results. However, if SAMHSA does issue guidelines on alternative drug screening methods, the Contract may be modified to permit the use of those methods.
- E. The presence of a positive reading for **any** of the above substances over the designated cutoff level for that substance shall automatically disqualify an applicant from working under this or any other FPS security guard services contract. Since most drugs are metabolized within a short period of time (from several hours to several days), the Contractor **shall not** permit any applicant to take multiple tests in order to receive an acceptable reading.
- F. The Contractor is responsible for all costs associated with obtaining the medical evaluation and drug screening for each Contract employee. All costs must be factored into the offering prices.

12.5 Government Requested Screening

- A. The CO or COTR shall have the express right to request targeted urine drug screenings where there is a reasonable belief by the Government that the Contract employee(s) may be under the influence of or using illegal substances. Targeted screenings shall be conducted in a similar fashion to random screenings, with the exception that the CO will advise the CM in writing that s/he requests a drug screening of a specific security guard. Once the written request is received, the CM shall arrange for the test to be conducted as soon as possible, but not later than three working days. The Contractor shall pay the Contract employee the normal

¹ The cutoff level for Opiate metabolites listed in the internet-ready guidelines is 300; however, that number has been revised by SAMHSA and the new cutoff level is shown in paragraph (A) above.

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hourly rate/salary for all time associated with taking the screening. Each screening shall follow the guidelines described in paragraph 12.4 above.

- B. Contract employees who undergo targeted urine drug screenings may continue working under the Contract until the results have been provided to the Contractor. In the event that the results of any urine drug screening are negative, the Government shall bear the expense of the screening. This does not apply to the pre-employment urine drug screening. In the event that the results are positive, the Contractor shall immediately remove the Contract employee(s) with a positive reading from the Contract and immediately inform the COTR and CO of the result and the employee's removal from the Contract. Additionally, the Contractor shall bear all the expenses relating to the test for the employee(s) with the positive reading.
- C. Any Contract employee who undergoes either a random or targeted urine drug screening and tests positive for any of the substances shown above shall be permanently disqualified from working under this or any other FPS security guard services contract. Since most drugs are metabolized within a short period, the affected Contract employee *shall not* be authorized to take additional tests to achieve an acceptable reading.

13 Conduct of Contractor Personnel

- A. In accordance with the SGIM, the Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.
- B. The COTR may recommend to the CO that the Contractor immediately remove any employee from any or all locations where the contractor has contracts with the FPS if the employee is not maintaining satisfactory performance in accordance with the Contract or the SGIM. Additionally, the employee may be removed if he/she has been disqualified for employment suitability, performance suitability, or security reasons, or who is found to be unfit for performing security duties during his/her tour of duty. The CO will make all determinations regarding the removal of any employee from any or all locations where the contractor has contracts with the Federal Protective Service. In the event of a dispute, the CO will make the final determination. Specific reasons for removal of an employee will be provided to the Contractor in writing.
- C. Notification of Arrest: Guards working under this contract shall notify his contractor within 12 hours of their arrest. The contractor will notify the COTR within 12 hours of the guard's notification. Failure of the guard to do so may result in a request of removal from this contract.

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14 Contract Employee Reinstatements

- A. When the Government takes action that may impact upon the suitability or work fitness status of a Contract employee, the Contractor may appeal the decision to the CO.
- B. If the CO made the initial decision, a senior manager within the FPS Regional Office or headquarters Security and Law Enforcement Division will review the appeal. The appeal decision will be provided to the Contractor in writing with a brief explanation of the decision to uphold or reverse the CO's decision.
- C. While the appeal is being considered, the employee shall not work under this Contract.

15 Government and Contractor Furnished Property

15.1 General Information

- A. The Contractor shall be provided and shall use or operate in a responsible manner Government furnished property deemed necessary by the Government to aid the Contractor in the performance of work. The Contractor is solely responsible for the care and accountability of all Government provided equipment in accordance with the terms and conditions of this Contract.
- B. The Contractor shall provide an inventory of Government furnished property (GFP) on a monthly basis. The inventory shall include all Government furnished equipment, uniforms, and non-expendable supplementary equipment.

15.1-1 Use of Government Property

- A. Government property shall be used for official Government business only in the performance of this Contract. The Contractor or the Contractor's employees shall not use government property in any manner for any personal advantage, business gain, or other personal endeavor. The Contractor shall reimburse the Government for expenses associated with misuse or abuse of Government furnished property or equipment by the Contractor's employees.
- B. The Contractor will certify in writing all licenses and permits issued to the Contractor or Contractor employees required by law for the use and operation of Government furnished property or equipment.

15.1-2 Accountability of Government Property

- A. All property furnished by the Government under this Contract shall remain the property of the Government. Upon termination or conclusion of the Contract, the Contractor shall render an accounting of all such property that has come into their possession during the course of the Contract. A Government property receipt form will be used for the Contractor to acknowledge the receipt of all Government-issued property.

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- B. Any property furnished by the Government to fulfill Contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced by the Government. The cost of such repairs or replacement shall be deducted from the Contractor's payment. Additionally, the Contractor shall remunerate the Government for expenses associated with the misuse of telephones or other Government furnished office equipment by the Contractor's employees. Contract employees who misuse, willfully damage, or willfully destroy Government property may be removed from the Contract and may face further penalties as deemed necessary by the Government.
- C. Unless otherwise specified, the Government is responsible for the repair and maintenance of Government furnished property. The Contractor is responsible for the timely reporting, as identified herein, to the COTR of any property deficiencies or losses. The Contractor shall identify loss or damage to Government-furnished property to the COTR as soon as possible, but not later than 24 hours after discovery by the Contractor. To ensure timely discovery and reporting, the Contractor shall perform monthly inventories of all Government-furnished property. Inventory reports shall be in writing using a Government form or format approved by the COTR and provided on a monthly basis.

15.1-3 Safeguarding Government Property

- A. The Contractor shall take all reasonable precautions, as directed by the Government or, in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect Government property.
- B. If the work under this Contract requires that the Contract employees have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to the Government or to other private parties performing or seeking to perform work for the Government, no employee of the Contractor shall be authorized to read, photocopy, remove, or otherwise appropriate such information for his/her own use or disclose such information to third parties unless specifically authorized in writing by the CO. Violations of this policy may result in Contractual actions being taken, up to and including termination for default. Additionally, the Government may pursue any legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

15.2 Contractor Furnished Property

15.2-1 General Information

- A. The Contractor shall furnish and maintain in acceptable condition, at no cost to Contract employees, all items of uniform and equipment necessary to perform work required by the Contract (including each task order issued under this Contract). The Contractor is solely responsible for the quality and performance of all Contractor-provided equipment used in performance of this Contract.

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- B. The Contractor shall provide an inventory of Contractor Furnished Property (CFP) on a quarterly basis. The inventory shall include all Contractor furnished equipment, uniforms, and non-expendable supplementary equipment.

15.2-2 Equipment

The Contractor may be required to furnish some or all of the types of equipment described herein.

- A. Communications equipment. The Contractor shall obtain all applicable permits in accordance with Federal Regulations for the operation of such radio equipment. A copy of all such permits shall be delivered to the COTR upon request prior to the utilization of designated frequencies. The Government may identify the radio frequencies to be used by the contractor. The Contractor must ensure useful availability of all Contractor furnished communications equipment on a continuous basis. The Contractor shall immediately provide fully-operational substitute communications equipment in the event any equipment is temporarily inoperable.
- B. Vehicles. The Contractor shall obtain all applicable permits, titles, inspections, and registrations in accordance with applicable Federal, state and local laws for the operation of vehicles. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor.
- C. Firearms, ammunition, and less-than-lethal weapons. Modifications to firearm mechanisms must comply with manufacturers specifications and requirements. Ammunition must be acquired from a commercial source.
1. The Contractor shall obtain all applicable permits, licenses, and registrations in accordance with applicable Federal, state and local laws for the acquisition, carriage, and use of firearms and ammunition. All costs associated for the acquisition and maintenance of firearms, including all license and insurance fees, shall be borne by the Contractor.
 2. The Contractor shall acquire and maintain an ample supply of appropriate cleaning products (i.e., cleaning solvents, lubricating oil, rods, brushes, patches, etc.). The Contractor must also provide applicable accessories such as clearing barrels, trigger locks, gun lockers, etc.
 3. The Contractor shall provide all training for primary and any additional or intermediate weapons used under the contract.
 4. The amount and type of ammunition, including additional rounds for contingency. For those contracts storing weapons on site, additional ammunition provided shall be stored, and secured on-site by the Contractor. Old duty ammunition will be periodically rotated with new ammunition.

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5. The Contract employee shall inspect his/her issued firearm at the commencement of each tour of duty. Each firearm shall be cleaned and oiled in accordance with manufacturer specifications regularly to ensure optimum operating condition. All firearms will be loaded with approved ammunition, including one round in the chamber (if applicable), prior to the security guard's tour of duty.
6. The Contractor shall provide a list of serial numbers of firearms that will be present on the premises to the COTR prior to the Contract performance date. The list shall be kept current; any changes shall be documented and forwarded to the COTR within one (1) week of the change.
7. The firearm for use on this BPA will be a .40 caliber semi automatic pistol. The overall size shall not exceed 7.5" long, 5.5" high, and 1.5" wide and weigh no more than 30 oz. excluding the magazine. The caliber authorized is .40 S&W and not any larger. The magazine shall hold a minimum of 10 rounds and not more than 15. The pistol must be able to be fired without a magazine inserted into the weapon. The magazine must fall free (unloaded) when the magazine catch is activated. The double action only trigger pull must not weigh more than 12 pounds and not less than 5 pounds. The pistol may be either a traditional double action only or a striker fired design.

The pistol shall have a dark corrosive resistant finish and must be must be capable of being fired without the manipulation of an external safety or cocking lever. Passively operated grip or trigger safeties are acceptable. The normal function of the pistol shall be double action only. The pistol must be operable by a right or left-handed user. The use of a polymer-framed pistol is acceptable. There is not a requirement for an all-metal firearm.

All safeties must be internal or passive. An inertial interlocked firing pin will be the primary safety to positively prevent movement of the firing pin unless the trigger is pulled completely through its entire length of travel.

The sights must be drift adjustable and be luminous night sights, one (1) dot on the front sight, and two (2) dots on the rear sight, which appear as three (3) illuminated dots when the weapon is held at arm's length. The illuminated dots must not be visible when viewed from the muzzle end of the pistol. The color of the illuminated dots must be green. The illumination materials for the night sight must comply with Nuclear Regulatory Commission standards.

Care and consideration must be given to the transition plan development and subsequent qualifications and behaviour on safe handling, holstering and un-holstering due to the sensitivity of the weapon. Any weapons inspections and exchanges will be conducted and performed in a designated safe area, with a clearing barrel at hand **and not on post or anywhere in a public area.**

The following pistols are recommended:

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Smith & Wesson M&P .40 Cal.
Glock 22 & 23 .40 Cal.
SIGARMS Sigpro .40 Cal.; P226 and P229
Steyr M Series .40 Cal.
Springfield Armory XD in .40 Cal.
H&K USP (Variant 7 DAO) .40 Cal.

Ammunition type authorized:

165 grain Jacketed Hollow Point. **(If local statutes permit)**

Recommended brands of ammunition

Federal
Speer
Winchester
Remington

15.2-3 Uniforms

- A. As specified in Exhibit 2C, the Contractor will be required to furnish some or all of the types of uniform items. The cost of uniform items shall be factored into the contract price.
- B. The Contractor's security guard force uniforms shall be a color and style in general use by large security guard or security organizations and shall be readily distinguishable from those of state, local, and FPS law enforcement personnel. All security guards performing under this Contract shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.
- C. Security guards are expected to comply with standards for wear and care of uniform items in accordance with the SGIM (Security Guard Information Manual).

15.2-4 Supplementary Equipment

The Contractor will be required to furnish some or all of the types of supplementary equipment. Security guards shall not possess any unauthorized supplemental or personal equipment (e.g., equipment not issued by the Contractor or required by the Contracts). Security guards who are found to possess any unauthorized equipment while on post may be removed from the contract.

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16 Regulations, Handbooks, and Other Applicable Documents

- A. FPS regulations contain the basic procedures for the operation, maintenance, and protection of property. The primary regulations and related procedures to be followed by the Contractor are listed below. Supplementary regulations, which are provided to the Contractor by the CO or his/her authorized representative shall also be in effect and will be incorporated by Contract modification.
- B. An Officer's Duty Book shall be furnished by the COTR and maintained by the Contractor at each post and shall contain complete duty instructions.
- C. A separate loose-leaf binder shall be furnished by the COTR and maintained by the Contractor at each additional fixed post and will contain only those items of duty instructions pertinent to that specific post.
- D. Officer's Duty Book, Post Orders, and any supplemental memoranda, directives, or other information is considered Sensitive But Unclassified/Law Enforcement Sensitive information. The Contractor and its employees are restricted from disclosing this or any other operational information to individuals outside of the FPS/Contractor community. The Officer's Duty Book shall not be removed from Government property, or reproduced or copied in any manner unless properly authorized, in writing, by the COTR.
- E. Conduct on Federal Property (FMR 41 CFR 102-74) placards are posted in buildings under the charge and control of the General Services Administration (GSA) and are applicable to all persons entering in or on such property.
- F. Security Guard Information Manual (SGIM) handbook contains the information all security guards and supervisors must read and be familiar with prior to assuming duties under this Contract. The COTR shall give the Contractor one (1) electronic copy of this manual at the pre-performance meeting held shortly after Contract award. The Contractor shall provide to each uniformed Contract employee a legible, securely bound copy of the SGIM upon beginning the basic training course.

17 Security Guard Certification /Security Requirements

17.1 General

- A. All personnel performing on this Contract must pass a suitability determination conducted by the Government. Contractor personnel will not be able to perform under this Contract until appropriate suitability determinations have been made. The Government will provide all necessary forms at the time of Contract award. The DHS Office of Security will accept only complete and legible security packages. Therefore, all personnel must provide the required information and documents to the COTR within 10 calendar days after Contract award.
- B. The Contractor should follow the procedures listed below to obtain an FPS certification card for each Contract employee:

1. Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the Contract eligibility requirements, including medical and drug testing (see Section 12 of the SOW).
2. Submit the suitability package to the COTR and await the results of the adjudication. This process may take approximately one to three months if all forms are legible and complete. However, preliminary suitability is usually determined within a week of the submission of the paperwork. The Contractor will be notified whenever there is an instance where there is a preliminary unfavorable adjudication decision so that the Contractor can determine how to proceed with the employee's training, testing, etc.
3. Schedule required Government-provided training and testing/qualifying with FPS and schedule/conduct all other Contractor-provided training requirements;² this does not include the FPS Written Exam.
4. After the Contractor employee receives favorable suitability adjudication results and the employee successfully completes the training and passes the required examination(s), the Contractor shall submit the following information to the COTR for an FPS certification card:
 - a. Certification. A certification, signed by the Contract Manager, that the employee has met all the requirements set forth in Section C and that all pertinent documents are on file at the Contractor's facility. (See Exhibit 6).
 - b. Photographs. Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and
 - c. Contract Guard Qualification Certificate. The guard's name, and the name of the Contractor's company must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.
 - d. Lautenberg Amendment Statement. Armed guards must submit a signed and dated "Domestic Violence" certification that satisfies the legal requirements of the Lautenberg Amendment, 18 U.S.C. § 922(g)(8) and (9). This certification is valid for one (1) year. The Contractor shall maintain a file of its guards' certifications and provide the COTR a signed statement certifying compliance with this requirement. If at any time a guard has a disqualifying event under Lautenberg, the Contractor shall notify the COTR and immediately remove the guard from work under the contract that may require use of a firearm. The Contractor shall submit a new certification to the COTR stating that all its guards are in compliance with the Lautenberg Amendment annually.

² The Contractor may proceed with Contractor-provided training while awaiting results of the suitability adjudication process.

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- C. The certification card shall be worn on the outermost garment of the guard's uniform.
- D. As determined by the COTR, The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the FPS certification card, but also a valid CPR/AED/First Aid card and a valid firearms permit.
- E. The Contractor must return employees' certification card to FPS within five (5) workdays upon the termination of the guard's employment or the guard's removal from the contract. At the end of the contract period, the Contractor must return to FPS all blank cards and all completed cards for guards who will not continue to work under FPS contracts. Possession of an FPS certification card does not waive any other contract requirement.
- F. Because the Certification card does not expire when individual certification elements expire, the Contractor is responsible for continually maintaining validity of each element of the Contract employee's certification status (i.e., suitability determination, medical examination, firearms re-qualification, CPR/AED/First Aid certification). (See Exhibit 6).
- G. The CO shall have the express authority to demand return of the FPS Certification card for any Contract employee who does not maintain compliance with the Contract qualification and certification standards, and the CO shall have the express authority to prohibit that employee from performing under the Contract until such time as s/he comes into full compliance with all qualification/certification criteria.

17.2 Security Management

- A. The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the DHS Security Office through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.
- B. The COTR and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this Contract. Should the COTR determine that the Contractor is not complying with the security requirements of this Contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

17.3 Suitability Determination / Entry on Duty Decision

- A. DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted access to a Government facility and or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting

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of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the Contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the DHS Security Office. Contract employees assigned to the Contract not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

- B. Agencies that enter into contracts shall require, as condition of each contract, that the contractor agree to use an electronic employment eligibility verification system (e-Verify) designated by the Secretary of Homeland Security to verify the employment eligibility of: (i) all persons hired during the contract term by the contractor to perform employment duties within the United States; and (ii) all persons assigned by the contractor to perform work within the United States on the Federal contract.
- C. Contract employees awaiting an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if a Government employee escorts the contract employee. This limited access is to allow contractors to attend briefings, non-recurring meetings and begin transition work. The EOD determination does not substitute for the required background investigation.

Administrative Information Outside of Scope

17.4 Suitability Adjudication

- A. After award of the Contract and prior to any Contract employees being permitted to work under the Contract, the Contractor is responsible for ensuring that the Contract employees receive formal suitability adjudication by FPS. All Contract employees shall receive formal suitability adjudication by FPS, including the CM, Supervisors, Quality Assurance personnel and all other company officers that visit the work sites. Contractor suitability determinations are to be made in accordance with the criteria outlined in 5 CFR 731.202.
- B. Once a prospective Contract employee has applied for a position and has been favorably evaluated by the Contractor (i.e., meets the minimum qualification requirements cited in this Statement of Work and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COTR the following Government furnished forms for each Contract employee:
1. Two (2) completed original Forms FD-258, "Fingerprint Chart;"
 2. Standard Form 85P, "Questionnaire for Public Trust Positions" (plus one copy);
 3. Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions" (plus one copy);

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4. DHS Form 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act” (plus one copy);
 5. Foreign National Relatives or Associates Statement (plus one copy);
 6. Lautenberg Amendment Statement (plus one copy);
 7. Contractor Information worksheet.
 8. “e-Verify” Confirmation Notice.
- C. Contractors are required to use local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations, FPS may have an electronic fingerprint-scanning machine, which the Contractor is encouraged to use for fingerprinting Contract employees. Upon receipt of the completed, legible forms, FPS will submit the fingerprints for review by the FBI. FPS will use the information provided by the Contractor and the FBI to make a determination regarding the security guard’s suitability to work under an FPS Contract. If the forms are complete and legible, the entire evaluation process will take from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly. Standard Form 85P, “Questionnaire for Public Trust Positions” Form must be submitted via OPM “e-QIP” (electronic Questionnaires for Investigation Processing).”
1. ELECTRONIC SUBMISSION-OPM “e-QIP” Process: Fill out the ICE “Contractor Information Worksheet,” proofread for completeness. Send it to the FPS COTR. They can fax or mail to the FPS Regional Contract Suitability Adjudication Office for continued processing.
- D. Illegible or incomplete forms submitted by the Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to FPS are complete, legible, and accurate. FPS shall not be responsible for any delays that occur due to the Contractor’s failure to submit complete, accurate, and legible forms to FPS.
- E. All federal agencies are required to implement Homeland Security Presidential Directive 12 (HSPD-12) and must follow the minimum background investigation requirements of National Agency Check with Written Inquiries (NACI) or other suitability or national security investigation prior to credential issuance.
- F. A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s).

- G. If FPS finds a Contract employee to be unsuitable to work as a result of the suitability investigation under the Contract, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the Contract, and the Contractor shall in turn immediately remove the affected employee from the Contract. The security guard or the Contractor may appeal the suitability determination to the CO. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the final determination of the security guard's suitability has been accomplished. Under no circumstances shall a Contract employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any FPS security guard service contract. This requirement also applies to Contract employees whose unfavorable adjudication is pending appeal. Disqualifying information includes but is not limited to the following:
1. Conviction of a felony, a crime of violence, or a serious misdemeanor;
 2. Possessing a record of arrests for continuing offenses;
 3. Falsification of information entered on suitability background investigation forms.
- H. Once a favorable adjudication has been made by FPS, the security guard is suitable to work under the Contract for five (5) years (if nothing occurs within the 5-year period that would render the security guard unsuitable for continuing performance under the Contract). The Contractor shall immediately notify the COTR and the CO in writing of any circumstances that arise which could possibly affect any Contract employee's suitability status (e.g., arrests, convictions, and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). The Contractor is responsible for renewing the security guard's suitability clearance prior to its expiration. Any security guard who continues to work under the Contract after his/her suitability clearance has expired shall be removed from the Contract until a new favorable suitability determination is made. The Contractor should make every effort to submit a new suitability package to FPS at least 30 days prior to the current suitability expiration date.
1. Any investigation conducted by or for another federal agency on a contractor that is of the same or higher type and scope as the one required for the position is sufficient to meet the investigation requirements provided it was conducted within the past five years.
 2. Any investigation conducted by or for another federal agency on a contractor whose scope is less than that required for the position can be upgraded as provided for by OPM to meet the investigation requirements of the position if it was conducted within the past five years.
- I. For employees cleared through this process while employed under a predecessor contract (providing the same services), the suitability determination made under the previous contract will carry over to the new contract. However, the Contractor will be required to submit new suitability applications once the security guards' current suitability clearances expire.

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1. Contractors who have been investigated and approved by Components prior to the issuance of DHS-MD 11055, "Suitability Screening Requirements for Contractors" to work on unclassified contracts are eligible to remain on the contract even though they may not have the investigation commensurate with the risk level indicated in Appendix 1, DHS-MD 11055. Such contractors cannot perform work under a different contract or at a different risk level until the investigative requirements in Appendix 1 are met.
 2. Lawful Permanent Residents are not eligible (1) to transfer between contracts; (2) for an upgrade to another position; or (3) to remain on a contract after a re-compete and award.
- J. FPS shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees. FPS may, as it deems appropriate, authorize and grant temporary clearances to employees of the Contractor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will be granted as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.

Administrative Information Outside of Scope

18 Security Clearance Requirements

18.1 Background Investigations

- A. In addition to meeting the FPS background suitability check described in the SOW, additional security clearances may be required by the Contract and task order(s). These clearances will be provided by the Department of Defense Security Service (DSS), the Department of Energy (DOE), the Nuclear Regulatory Commission (NRC), or other agency, as appropriate (refer to Exhibit 6C for further information as to whether this Contract will require such clearances). Where such clearances are required, employees shall be subject to a security investigation by the Government prior to being allowed to work at the site. This requirement may also pertain to officers of the firm, who for any reason may visit the work site(s) during the term of the Contract. Employees may not work at the site until the Contractor receives a DD Form 560 (Letter of Consent), for the individual employee from DSS, or receives a final clearance from DOE, NRC, or other agency.
- B. The Government shall notify the Contractor of the required security classification of this Contract and the elements thereof, and of any subsequent revisions in such security classifications, by use of Security Requirements Checklist (DD Form 254), or other written notification.
- C. In all areas requiring a DOD, DOE, NRC, or other agency security clearance, the Contractor shall comply with the provisions of the most currently available National Industrial Security Program Operating Manual (NISPOM). This publication may be obtained online at www.dss.mil or from the Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X). Application forms required for DOD personnel security clearances shall be obtained from Defense Security Service (DSS) at www.dss.mil; for DOE clearances at www.doe.gov; and for NRC at

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www.nrc.gov. Each designated employee must complete all applicable forms. The Contractor shall notify the COTR in writing within five calendar days of receipt of authorization for employees to be assigned to classified areas. (See Exhibit 6C, Security Clearance Requirements).

- D. A security clearance determination of whether an individual should be eligible for access to classified information is a process separate and distinct from the suitability determination and is conducted in accordance with DHS MD 11035, Industrial Security Program. For contractors processed in accordance with DHS MD 11035, the investigative standard for access to Secret classified information will be a MBI. The minimum investigative standard for access to Top Secret classified information will be a SSBI. Each designated employee must complete all applicable forms.
- E. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each Contract security guard employee performing under this Contract, as well as the firm employees, who may, in the performance of this Contract, visit the work site.
- F. Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract needing access to sensitive information shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees shall submit the following completed forms to the Security Office, through the COTR, no less than 30 days before the starting date of the Contract or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor.
- a. Standard Form 85P, “Questionnaire for Public Trust Positions”
 - b. Standard Form 85P-S, “Supplemental Questionnaire for Selected Positions”
 - c. Lautenberg Amendment Statement (plus one copy)
 - d. FD Form 258, “Fingerprint Card” (2 copies)
 - e. Foreign National Relative or Associates Statements
 - f. DHS 11000-9, “Disclosure and Authorization Pertaining to Consumer Report Pursuant to the Fair Credit Reporting Act”
 - g. Contractor Information Worksheet

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h. “e-Verify” Confirmation Notice.

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Required forms will be provided by DHS/ FPS at the time of award of the contract. Only complete packages will be accepted by the DHS/ FPS Contract Suitability Adjudication Program Office. Specific instructions on submission of packages will be provided upon award of the contract. Standard Form 85P, “Questionnaire for Public Trust Positions” Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing). (For the Electronic Submission process refer to Chap. 17.4C.1 above).

- G. The Contractor is responsible for all costs associated with obtaining and renewing the applicable security clearances for each affected Contract employee. The costs should be factored into the offering prices, as they will not be itemized or paid for separately by the Government.
- H. The Contractor is advised to only submit security packages on suitable prospective employees whose integrity, credit, and character will meet the security suitability requirements of DHS. DHS will likely consider as being unsuitable prospective employees who fail to truthfully represent their credit history; who make no attempt to pay debts; and whose character could be questionable because of serious arrests, illegal drug use, or abuse of alcohol.
- I. Unless an applicant/employee has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant/employee as ineligible due to insufficient background information.

18.2 Access To Classified Information (Contractor)

- A. The DHS has determined that the performance of this Contract requires that the Contractor, subcontractor(s), vendor(s), etc., (herein known as Contractor) require(s) access to sensitive DHS information or classified National Security Information (herein known as classified information). Classified information is Government information that requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.
- B. See Exhibit 6C, Security Clearance Requirements, for a determination of which, if any, Contractor facilities and Contractor personnel, including Contract Manager or Supervisor, assigned to this Contract are required to possess up to a TOP SECRET security clearance.
- C. If access to classified information is required as identified in Exhibit 6C, the Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, DHS MD 11035 (Industrial Security Program), and the National Industrial Security Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at a DHS or other Government facility, it will

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abide by the requirements set by that agency. If these procedures are not properly followed by the Contractor, it will result in deductions from monthly invoices.

- D. The Contractor and all applicable personnel shall be cleared pursuant to the Defense Industrial Security Regulations, or other applicable regulations. The Contractor shall hold as a minimum, interim facility clearance requirements subsequent to the official award date, and/or at least thirty-(30) days prior to the Contract start-up date.
- E. Interim Personnel Clearance Level – Applicants for SECRET may be routinely granted a interim personnel clearance level as appropriate, provided there is not evidence of adverse information of material significance. The interim status will cease if results are favorable following completion of full investigation requirements. **Non-U.S. citizens are not eligible for access to classified information on an interim basis.**
- F. If access to classified information is required as identified in Exhibit 6C, the Contractor must possess a TOP SECRET facility clearance consistent with the DHS MD 11035, Industrial Security Program prior to Contract award. If an uncleared firm is selected, DHS will sponsor the firm for the facility clearance. If the facility clearance is not issued within 180 days, DHS may terminate the Contract for the convenience of the Government.

18.3 Continued Eligibility

- A. A contractor on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s). If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the Contract.
- B. The Security Office may require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists.
- C. DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this Contract.
- D. The Contractor will immediately report any adverse information coming to their attention concerning contract employees under the contract to the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

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- E. The Contractor must notify the Security Office of all terminations/resignations within five (5) days of occurrence. The Contractor will return any expired DHS/FPS issued identification cards and building passes, or those of terminated employees to the COTR. When a controlled personnel identification system is used by a tenant agency at a site at which the Contract employee is assigned for duty, and the tenant agency provided the Contract employee with the necessary Government identification, the Contractor shall ensure that all Government identifications are returned to the issuing agency when employees are terminated or resign, or upon expiration of the Contract, whichever comes first. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass card.

19 Contractor's Personnel Filing System

- A. To minimize duplication of effort by the FPS and the Contractor, the Contractor shall maintain personnel files on-site for all employees who work under this Contract. Files shall be maintained at the Contractor Manager's office and will be made available to the COTR on a continuous basis. Each guard's file must contain the following information:
1. Application for employment, including SF85P, FD 258, resume or detailed prior work history and references;
 2. Results of all criminal history checks obtained by the Contractor;
 3. Employment Eligibility Verification (e-Verify) Confirmation Notice.
 4. A copy of DHS 11000-6 *Non-Disclosure Agreement*,
 5. A copy of high school diploma, GED certificate, college transcripts, military records, or POST training completion;
 6. Records of all basic and refresher training attendance and, where required, test scores;
 7. Records of current firearms training and qualification scores, where required by the Contract;
 8. Records of all successfully completed Government-provided training;
 9. A copy of most recent CPR, First Aid, and AED certification card;
 10. Results of all drug screenings administered (both pre- and post- employment);
 11. A copy of the DHS certification card as required by the COTR;
 12. A copy of all firearm licenses and certifications required by state and local regulations;

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13. Records of guard's suitability information (including date current suitability expires);
 14. Copies of all complaints, investigations, and disciplinary actions taken by the Contractor against the employee for all infractions committed under the Contract;
 15. A copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this Contract; and
 16. A copy of any National Security Information clearance issued, where required by this Contract (i.e., Secret/Top Secret).
 17. To comply with the Health Insurance Portability & Accountability Act (HIPAA), the Medical Evaluation (SF-78) may be filed separately by the Contractor.
- B. The CO or COTR shall have the express authority to review any Contract employee's file at any time during the course of the Contract. The Contractor shall maintain all personnel files for a minimum of five (5) years after Contract closeout (upon receipt of release of claims).
- C. The CO or COTR can request, at any time during the course of the Contract, a spreadsheet or other tracking system (either in paper form or in electronic form) that clearly details the status of all Contract employees pertaining to Contract requirements.
- D. The Contractor may maintain either a hard-copy (paper) file or a computerized system containing all the information required above. However, if the Contractor uses a computerized filing system, all forms must be scanned into the computer and must be legible.
- E. False statements, certification, or falsification of any documents required in this Contract by the Contractor, Contract Manager, or any Contract employee shall be punishable under US Code Title 18, Chapter 47, Section 1001, Fraud and False Statements. Additionally, the Government may initiate investigations by its Office of Inspector General or the regional FPS Criminal Investigations Branch, may initiate debarment proceedings, and/or may take Contractual remedies, up to and including termination for default. Under no circumstances whatsoever will the Government tolerate falsification of required documents.

20 Performance Evaluations

- A. The CO and/or COTR shall meet with the Contractor (either in person or via teleconference) on a regular basis, but not less than annually.
- B. The Government shall formally evaluate, in writing, the Contractor's performance *at least* once per year. Whenever possible, the Government shall give the Contractor the opportunity to correct any identified problems/deficiencies prior to a written performance evaluation being given. The Contractor shall be permitted to respond, in writing, to the findings of the performance evaluation. Both the performance evaluation and the Contractor's response shall be filed in the Contract file. Where the Contractor fails to respond in writing to a performance evaluation, the CO shall assume the Contractor's complete concurrence with the

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findings of the performance evaluation. The CO and/or COTR shall meet with the Contractor prior to all performance evaluations to discuss the results of the Government's quality control findings and the overall performance of the Contract by the Contractor.

- C. The Government shall use the performance evaluations as a factor to determine whether to exercise any available option period and/or as a factor to determine whether to award any future Contract(s) to the Contractor.

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PART 2, EXHIBIT 1

PRODUCTIVE REQUIREMENTS (ARMED & UNARMED GUARD II) INCLUDING POST HOURS AND LOCATION

EFFECTIVE DATES: _____ **LOCATION:** _____ **BLDG NO:** _____

Location/Description	Post	Tour of Duty	Total Daily Hours	Days Per Week	Armed/ Unarmed (A/U)	Suitability Level

TOTAL ANNUAL PRODUCTIVE HOURS: _____

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Contract Guard Services – Indiana

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PART 2, EXHIBIT 1 (CON'T)

SUPERVISORY REQUIREMENTS INCLUDING POST HOURS AND LOCATION

EFFECTIVE DATES: _____ **LOCATION:** _____ **BLDG NO:** _____

Location/Description	Post	Tour of Duty	Total Daily Hours	Days Per Week	Armed/ Unarmed (A/U)	Suitability Level

TOTAL ANNUAL SUPERVISORY HOURS: _____

PART 2, EXHIBIT 1A
REQUIRED ADMINISTRATIVE FORMS

Form Number	Form Title
DHS 11000-6	Non-Disclosure Agreement
I-9	Employment Eligibility Verification (Supplied by Contractor)
SF-85P	Questionnaire for Public Trust Positions
SF-85PS	Supplemental Questionnaire for Selected Positions
FD-258	Fingerprint Application Card (Furnished following Award)
GSA 3155	Offence/Incident Report
DHS 176	Statement of Personal History
SF-78	Certificate of Medical Examination (See Exhibit 6a)
DHS-139	Record of Time of Arrival and Departure from Building (Security Hours)
	Equipment Performance Test Report (Furnished following Award)
GSA-2580	Security Post Assignment Record

PART 2, EXHIBIT 1B

Lautenburg Statement

Public Law 104-208 & Title 18 USC Sections 921, 922 and 925

1. Public Law 104-208 has amended Title 18, United States Code, Sections 921, 922 and 925, making unlawful for any person convicted of a misdemeanor crime of domestic violence (spouse abuse, parent abuse, child abuse, etc.) to ship, transport, possess or receive firearms or ammunition. Presently, there are no exceptions or time limits included in this law.

2. Therefore, anyone ever convicted of the subject crime(s) would be affected by its provisions. Since a person convicted of a misdemeanor crime of domestic violence can NOT possess a firearm or ammunition, such a person may NOT perform as an armed Contract employee.

- 3a. Have you ever been convicted of a misdemeanor crime of domestic violence, as defined by 18 U.S.C. §921(a)(33)?

YES _____ NO _____

- 3b. If you answered YES, provide the following information with respect to each conviction:

- a. Court/Jurisdiction:
- b. Docket/Case Number:
- c. Statute/Charge:
- d. Date Sentenced:

3c. I certify that, to the best of my information and belief, all of the information provided by me here is true, correct, current, complete and made in good faith. I understand that false or fraudulent information provided herein may be grounds for adverse action, up to and including removal, and is also criminally punishable pursuant to Federal law, including 18 U.S.C. §1001.

Signature

Date Signed:

:

Name:

(Print your complete legal name)

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PART 2, EXHIBIT 2A

**CONTRACTOR FURNISHED COMMUNICATION EQUIPMENT
 REQUIREMENTS**

1. Facilities:

2. Equipment: The Contractor shall provide, maintain, and supplement, as may be necessary at the site identified above, the following number(s) of radios and described associated equipment.

Type of Equipment	QTY
None Required	

3. Licenses and Frequencies: The Contractor shall apply for an FCC license and authorization to operate in frequencies specified by the Government. Where necessary, the Contracting Officer or his authorized Representative will issue a letter of authorization, identifying the Contractor as having a need to communicate over a frequency or frequencies assigned to an agency of the Federal Government.

4. Normal, Emergency and Continuous Communications: All two-way portable radio units must have the capability of transmitting and receiving clear and concise vocal transmissions between the security guard, Federal Protective Service law enforcement personnel, supervisory personnel and the Contractor's base station. The Contractor's base station must be a local licensed place of business within the **State of Indiana** for the purpose of having the capability for two-way communications between the Contractor and the Contractor's supervisory and security guard personnel who are assigned to this Contract.

5. The Contractor will provide a listing of radio(s) and associated equipment to be used on this Contract to the Contracting Officer's Representative.

PART 2, EXHIBIT 2B

CONTRACTOR FURNISHED VEHICLE REQUIREMENTS

1. Facility:

2. Equipment: Contractor Furnished Vehicle(s)

The Contractor shall furnish a vehicle or vehicles, as indicated below, which shall be used for patrol at the facility and to transport supervisors in the course of supervision duties and emergency response, as may be necessary. The vehicle(s) shall carry distinctive markings of the company, and shall be equipped with a rotation emergency roof light in compliance with applicable state and local laws. The vehicle(s) shall be available at all times during the life of the contract, and must be replaced immediately by a replacement vehicle if removed from operation for any reason(s). It is the Contractor's responsibility to register, insure, and provide proper maintenance for the vehicle(s). The vehicle(s) shall be equipped with a 10 – 15 lb. portable dry chemical, ABC extinguisher, installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers. The vehicles shall be equipped with a conventional, universal first aid kit with Airway pack, Cling bandages, and a minimum of two bite sticks.

3. Vehicle Requirements:

	Vehicle Type	Estimated Daily Hours	Days Per Week	Estimated Miles Per Day
1				
2				
3				
4				

4. Other vehicles, including MOPEDS, THREE-WHEELERS, MOTOR SCOOTERS, BICYCLES, etc., described as follows:

PART 2, EXHIBIT 2C**CONTRACTOR FURNISHED UNIFORM ITEMS****1. Facility:****2. Uniforms: Contractor Furnished Uniform Items**

The Contractor shall furnish uniform clothing items, as indicated below, to all productive and supervisor security guards performing on the Contract. Badges, patches and other approved devices worn on the uniforms shall carry distinctive markings of the company in compliance with applicable state and local laws.

3. Uniform Requirements:

Uniform Components	Description / Color	QTY
Body Armor	Concealable NIJ IIA with white carrier	
Shirt, long sleeve	With Insignia, shoulder patch	3
Shirt, short sleeve	With Insignia, shoulder patch	3
Trouser, all season weight	Dark Gray*	3
Necktie	*	2
Jacket, winter, patrol type (Reefer style)	*	1
Cap	Frame style cap OR Baseball style cap*	1
Gloves, winter (pair)	*	1
Pistol belt (without shoulder strap)		1
Level II firearm retention holster (slide on belt type), w/hammer safety strap, left/right as required (armed security guards/supervisors only) (may change based on weapons spec selected)		1
Ammunition cartridge or speed loader case (armed security guards only) (may change based on weapons spec selected)		2
Duty Belt "Keepers"		4
Expandable or straight Police Baton (with holder)		1
Handcuffs-police style metal pair, internal double lock type, w/left & right bracelets & one matching key		1
Handcuff case-compatible w/handcuff size & style		1
Key strap with flap (if needed)		1

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Uniform Components	Description / Color	QTY
Whistle, with chain attachment (metal)		
Metal frame cap ornament	White (non-supervisory), Gold (supervisory)	1
Nameplate, 2-1/2" x 5/8", with 1/4" lettering On Gold Metal	Gold metal with rounded edges. Black or blue lettering (First initial and last name)	1
Boots	Pair, Low Quarter Black	
Shoes	Pair, Dress Black	

PART 2, EXHIBIT 2E

CONTRACTOR FURNISHED FIREARMS AND AMMUNITION

The contractor will provide all security guards, including part-time and reserve guards with one (1) pistol each meeting the following requirements:

The firearm for use on this BPA will be a .40 caliber semi automatic pistol. The overall size shall not exceed 7.5" long, 5.5" high, and 1.5" wide and weigh no more than 30 oz. excluding the magazine. The caliber authorized is .40 caliber and not any larger. The magazine shall hold a minimum of 10 rounds and not more than 15. The pistol must be able to be fired without a magazine inserted into the weapon. The magazine must fall free (unloaded) when the magazine catch is activated. The double action only trigger pull must not weigh more than 12 pounds and not less than 5 pounds. The pistol may be either a traditional double action only or a striker fired design.

The pistol shall have a dark corrosive resistant finish and must be capable of being fired without the manipulation of an external safety or cocking lever. Passively operated grip or trigger safeties are acceptable. The normal function of the pistol shall be double action only. The pistol must be operable by a right or left-handed user. The use of a polymer-framed pistol is acceptable. There is not a requirement for an all-metal firearm.

All safeties must be internal or passive. An inertial interlocked firing pin will be the primary safety to positively prevent movement of the firing pin unless the trigger is pulled completely through its entire length of travel.

The sights must be drift adjustable and be luminous night sights, one (1) dot on the front sight, and two (2) dots on the rear sight, which appear as three (3) illuminated dots when the weapon is held at arm's length. The illuminated dots must not be visible when viewed from the muzzle end of the pistol. The color of the illuminated dots must be green. The illumination materials for the night sight must comply with Nuclear Regulatory Commission standards.

Care and consideration must be given to the transition plan development and subsequent qualifications and behaviour on safe handling, holstering and un-holstering due to the sensitivity of the weapon. Any weapons inspections and exchanges will be conducted and performed in a designated safe area, with a clearing barrel at hand **and not on post or anywhere in a public area.**

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The following pistols are recommended:

Smith & Wesson M&P .40 Cal.
Glock 22 & 23 .40 Cal.
SIGARMS Sigpro .40 Cal.; P226 and P229
Steyr M Series .40 Cal.
Springfield Armory XD in .40 Cal.
H&K USP (Variant 7 DAO) .40 Cal.

Ammunition type authorized:

165 grain Jacketed Hollow Point. **(If local statutes permit)**

Recommended brands of ammunition

Federal
Speer
Winchester
Remington

PART 2, EXHIBIT 3A

GOVERNMENT FURNISHED COMMUNICATIONS EQUIPMENT REQUIREMENTS

1. Facilities:

2. Equipment: The Government shall provide, maintain, and supplement, as may be necessary at the site identified above, the following number(s) of radios and described associated equipment.

Type of Equipment	QTY
See attachment	

3. The Contractor will provide a listing of radio(s) and associated equipment received from the Government for use on this Contract to the Contracting Officer's Representative.

4. The Contractor will report any damage or maintenance issues concerning this equipment immediately to the COTR.

PART 2, EXHIBIT 3B

GOVERNMENT FURNISHED VEHICLE EQUIPMENT REQUIREMENTS

1. Facility:

2. Equipment: Government Furnished Vehicle(s)

The Government shall furnish a vehicle or vehicles, as indicated below, which shall be used for patrol at the facility and to transport supervisors in the course of supervision duties and emergency response, as may be necessary. The Government shall provide supplemental vehicle equipment and all associated maintenance. It is the Contractor's responsibility to report maintenance issues and any damage regarding the vehicles and associated equipment immediately to the COTR.

3. Vehicle Requirements:

	Vehicle Type	Hours to be Used	Days Per Week	Tour Restrictions
1	Not Provided			
2				
3				
4				

4. Other vehicles, including MOPEDS, THREE-WHEELERS, MOTOR SCOOTERS, BICYCLES, etc., described as follows:

PART 2, EXHIBIT 3C

GOVERNMENT FURNISHED UNIFORM REQUIREMENTS

1. Facility:

2. Uniforms: Government Furnished Uniform Items

The Government shall furnish uniform clothing items, as indicated below, to all productive and supervisor security guards performing on the Contract. Government furnished uniform items are to be worn/used only while on duty during the performance of this Contract.

3. Uniform Items:

Uniform Components	Description / Color	QTY
Not Provided		

PART 2, EXHIBIT 3D

GOVERNMENT FURNISHED SUPPLEMENTARY EQUIPMENT REQUIREMENTS

1. Facility:

2. Supplementary Equipment: Government Furnished Equipment Items

The Government shall furnish the following supplemental equipment items for each guard, post, or location as indicated to all productive and supervisor security guards performing on the Contract. It is the Contractor's responsibility to report maintenance issues and any damage regarding the vehicles and associated equipment immediately to the COTR.

3. Supplementary Equipment Requirements:

Equipment Item	Description / Color	QTY
None Required		

PART 2, EXHIBIT 3E

GOVERNMENT FURNISHED FIREARMS AND AMMUNITION

None Required

PART 2, EXHIBIT 4**CONTRACTOR'S TRAINING SCHEDULE AND PLAN**

In addition to listing specific and other related information as shown below, attach a resume for each instructor. This format will be used for all training, initial/basic, firearms, refresher, and on-the-job.

Date(s):

Time(s):

Subject:

Name of Instructor(s):

Training Facility Address (Street, City and State):

Remarks:

PART 2, EXHIBIT 4A

BASIC TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

IMPORTANT NOTE: THE INSTRUCTOR MUST USE THE FPS SECURITY GUARD INFORMATION MANUAL (SGIM) AS AN ESSENTIAL COMPONENT OF THIS TRAINING. TOPICS ARE CROSS REFERENCED WHERE APPLICABLE TO THE MANUAL FOR EFFECTIVE PRESENTATION OF THE MATERIAL.

The Contractor must present 64 hours of basic training to all students. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 64 hours of training.* It is also incumbent upon the instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

64 Hours

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1	Instructor(s) will discuss the mission, role, and responsibilities of DHS and FPS as well as the role contract security guards play in facility security. Instructor will also discuss the five types of facilities and security levels.
Overview of the Roles & Responsibilities of a Contract Security Guard (CHAPTER TWO, SGIM)	1	Instructor will discuss the typical duties of a Contract Security Guard and responsibilities associated with being a contract Security guard at a Federal facility.
Ethics and Professionalism Part I: Overview (CHAPTER TWO, SGIM)	1	Describe police professionalism today, including the expanding use of contract security guards and indicate by current trends, where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement security guards and the contract security guards.
Ethics and Professionalism Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of ethical and professional behavior by security guards based on the overview of this topic. Use of audio-visual materials, case studies, and other materials

PART 2, EXHIBIT 4A, Continued

Subject	Hours	Scope
		to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the contract security guard is presented with the theory of communications; various types of obstacles that can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills that accompany the development of communication effectiveness.
Principles of Communications Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, SGIM)	1	Instruction is to be provided to the security guards that will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instruction should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.
Professional Public Relations Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, SGIM)	1	Instructor(s) will discuss the basic knowledge needed for the security guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed;

PART 2, EXHIBIT 4A, Continued

Subject	Hours	Scope
		irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract security guard with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	1	Role-playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	2	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the security guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	1	Present the security guards with an (understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, SGIM)	1	Provide the security guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard in a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".
Authority to Detain (CHAPTER THREE, SGIM)	1	Provide the security guard with knowledge of how guards shall exercise their authority to detain as defined by local, state, and Federal regulations. Instruction will define detention procedures and legal rules governing practices involving: confessions, self-incrimination, eyewitness identifications and complaints. Security guards should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE AND APPENDIX FOUR, SGIM)	1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures

PART 2, EXHIBIT 4A, Continued

Subject	Hours	Scope
		related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, SGIM)	2	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, SGIM)	1	Evidence is defined to include direct, circumstantial, and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	1	Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)	2	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post.
Patrol Methods And Patrol Hazards (CHAPTER FOUR, SGIM)	2	Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man-made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, SGIM)	2	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control	4	Discussion shall include personnel control,

PART 2, EXHIBIT 4A, Continued

Subject	Hours	Scope
(CHAPTER FIVE, SGIM)		property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	2	Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	1	Define the security guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	3	Instructor will lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on an FPS contract. Emphasis on tips for effective report writing.
Special Situations (CHAPTER NINE, SGIM)	2	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Code Adam (CHAPTER NINE, SGIM)	1	Instructors will familiarize the security guards with one of the largest child safety programs in the country. Discussions will include the history and the Code Adam Act as it pertains to Federal facilities. Instruction will include the FPS nationwide policy and the security guard's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTERS ELEVEN AND FOURTEEN, SGIM)	4	Instructor will provide a lecture regarding weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.
Workplace Violence (CHAPTER TWELVE, SGIM)	2	Instructor will discuss workplace violence, who commits violent acts and why, guard response to violent incidents, and tactics for

PART 2, EXHIBIT 4A, Continued

Subject	Hours	Scope
		being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	3	Instructor(s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	2	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	2	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	2	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention as well as response to incidents as they occur.
Defensive Tactics	4	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	4	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Review & Examination	2	A 50 question multiple-choice written examination will be given to determine knowledge and understanding of the academic subject matter.

NOTE: THE WRITTEN EXAMINATION QUESTIONS ARE TAKEN 100% FROM THE SGIM. FAILURE BY THE INSTRUCTOR TO USE THE SGIM AS AN ESSENTIAL TRAINING TOOL MAY RESULT IN HIGH RATES OF FAILURE ON THE WRITTEN EXAMINATION. THE

PART 2, EXHIBIT 4A, Continued

CONTRACTOR IS STRONGLY URGED TO ENSURE THAT THE INSTRUCTORS USE THE SGIM AS A CORE COMPONENT OF THE TRAINING.

SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

The Contractor must present 9 hours of supervisory training to any security guard prior to performing supervisory functions. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 9 hours of training.*

9 Hours

Subject	Hours	Scope
Supervisor's Duties and Responsibilities	2	Instructor(s) will discuss the basic duties and responsibilities of a security guard supervisor. Discussions will include instructions that all duty posts are to be manned at all times as required by the Contract; that all required forms are to be completed in an accurate, legible and timely manner; and that all subordinate employees have all required equipment and maintain proper inventory records of service weapons and all other required equipment.
FPS Contract Requirements	1	Instructor(s) will review basic FPS Contract requirements and standards of performance for Contractors, Contract employees, and the relationship of employees with key members of Government agencies and FPS officials involved in the administration and operation of FPS Contracts. An actual contract will be discussed so that students will be familiar with all aspects of such contracts to ensure proper performance by all employees and supervisors.
Methods and Theories of Supervision	1	Instructor(s) will discuss various supervision management theories and the basic principles involved so that the student understands the various methods of supervision that are available to accomplish the goals of a first-line supervisor.
How to be an Effective Leader	1	Instructor(s) will discuss the importance of a supervisor being a good leader. Discussion will focus on the necessity of giving constant attention to countless details of personal

Subject	Hours	Scope
		behavior and personal relations with subordinates.
Purpose of Discipline	1	Instructor(s) will discuss the purpose of discipline and the use of praise and criticism to encourage and motivate employees. Discussion will focus on the use of criticism with the intention of improving job performance.
Effective Written and Oral Communication	1	Instructor(s) will discuss the problems oral communication encountered in both written and oral communication between supervisors and subordinates and methods to improve both. Lecture will include discussion of quantitative directives and the concept of asking while telling. Also included will be information on formal and informal communications and how the effective supervisor can use both to accomplish his/her mission as a first-line supervisor.
Motivating Employees and Problem Solving Methods	1	Instructor(s) will discuss methods used to motivate employees and to improve the performance of those employees who are not performing at acceptable standards. Emphasis will be on early identification of problem employees and methods that may be used to bring poor performance up to acceptable standards. Discussion will include problems related to alcoholism, illegal drug usage, and other related topics.
Scheduling Employees	1	Instructor(s) will discuss scheduling problems and methods to use available personnel effectively to ensure coverage of all posts in a cost-effective manner without using overtime. Included will be several practical "hands on" scheduling exercises.

PART 2, EXHIBIT 4C**TRAINING SUBJECTS PRESENTED BY
THE GOVERNMENT**

The Contractor must coordinate with the COTR to present 16 hours of Government provided basic training to all students who have not had basic training. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 16 hours of training.* The Instructor will notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility and may be excluded from the required training.

16 Hours

Subject	Hours	Scope
Rules and Regulations	1	Discuss FPS’s jurisdiction within Federal property and the Rules and Regulations under which they are operated (41 CFR 102-74). Consideration should be given to any special requirements (regulations) particular to the agency(s) involved.
Bomb Threats and Natural Disaster Responses	2	Instructor(s) will present information, as required for each specific facility, regarding the proper procedures for response to the threat of bombs, devices, and natural disasters. This information (training) will be related directly to the procedures used by the FPS Law Enforcement Branch and local law enforcement agencies. Dependent upon the facility, contract specifications, and local requirements, contract guards may be given training in bomb search procedures.
Report Writing, Notes and Required FPS Forms	3	Develop an understanding of the types, and Required FPS Forms requirements, and necessity of field notes and reports that will be expected from the security guard. Discuss the use, value, and purpose of reports and field notes. Special instruction shall be given in the preparation of GSA Form 3155, Preliminary Investigation and GSA Form 3157, Crime Analysis. Instructor(s) will review and discuss the

Subject	Hours	Scope
		importance of the following forms: <ol style="list-style-type: none"> a. Preliminary Investigation; b. Crime Analysis; c. GSA Form 1039, Record of Property Found; d. GSA Form 252, Found Property Tag; e. GSA Form 1789, Register of Visitors; f. Arrival and Departures; g. Relief Guard Register h. Officer and Inspectors Register; i. Guards Hourly Report; j. Special forms unique to the facility used in the performance of the Contract duties.
Telephone and Radio Communications	1	Instruction will prepare the security guard for use of telephone and radio communications techniques. Instruction will be presented employing standard procedures used by FPS, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC). Instruction will stress use applicable in situations such as emergency requests (Transmissions), required reporting of locations, patrol use, requests for assistance, etc.
Role of Local, State and Federal Police Agencies	1	The security guards will be instructed in their relationship to other law enforcement agencies. Each guard should understand their role, as required by the Contract, in enforcement of Building Rules and Regulations, agency policy, special requirements of the FPS Law Enforcement Branch, local/state police agencies, and other Federal law enforcement groups. NOTE: For the purpose of this training, 50 minutes will be considered as one hour of instruction.
X-Ray and Magnetometer Training	8	Instruction will include device nomenclature, performance testing, and operations of x-ray machines and walk-through and hand-held magnetometer. Security guards will identify x-ray images of potential hazards. Instructions will include manual screening techniques.

**CONTRACTOR PROVIDED REFRESHER TRAINING
TO BE PRESENTED TO ALL SECURITY GUARDS EVERY THREE YEARS**

IMPORTANT NOTE: THE INSTRUCTOR MUST USE THE FPS SECURITY GUARD INFORMATION MANUAL (SGIM) AS AN ESSENTIAL COMPONENT OF THIS TRAINING. TOPICS ARE CROSS REFERENCED WHERE APPLICABLE TO THE MANUAL FOR EFFECTIVE PRESENTATION OF THE MATERIAL.

The Contractor must present 40 hours of refresher training to all students who have not had basic training or refresher training within three years. The hours listed in the “Hours” column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class’s progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.* It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

40 Hours

Subject	Hours	Scope
Overview of the Department of Homeland Security and the Federal Protective Service (CHAPTER ONE, SGIM)	1	Instructor(s) will discuss the mission, role, and responsibilities of DHS and FPS as well as the role contract security guards play in facility security. Instructor will also discuss the five types of facilities and security levels.
Customer Oriented Protection	1	Instructor(s) will discuss the concept of customer-oriented protection and the role security guards play in this approach to security. <i>(Note: FPS will provide the instructor with information on this program to assist in training).</i>
Overview of the Roles & Responsibilities of a Security Guard (CHAPTER TWO, SGIM)	1	Instructor will discuss the typical duties of a Contract Security Guard and responsibilities associated with being a security guard at a Federal facility.
Ethics and Professionalism Part I: Overview (CHAPTER	0.5	Describe police professionalism today, including the expanding use of security guards and indicate by current trends, where

Subject	Hours	Scope
TWO, SGIM)		it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement agents and the security guards.
Ethics and Professionalism Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of ethical and professional behavior by security guards based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, SGIM)	1	Familiarize the security guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the security guard is presented with the theory of communications; various types of obstacles that can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills that accompany the development of communication effectiveness.
Principles of Communications Part II: Interactive Training	1	Conduct role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, SGIM)	1	Instruction is to be provided to the security guards that will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instruction should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal

Subject	Hours	Scope
Professional Public Relations Part II: Interactive Training	1	grooming. Role-playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, SGIM)	0.5	Instructor(s) will discuss the basic knowledge needed for the security guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract security guard with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	0.5	Role-playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, SGIM)	1	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the security guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, SGIM)	0.5	Present the security guards with an (understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, SGIM)	0.5	Provide the security guard with the knowledge of the legal application of search and seizure law in the performance of duties as a security guard with a Federal facility. Instruction should provide a comprehensive

Subject	Hours	Scope
		survey of laws pertaining to search and seizure to include "Stop and Frisk".
Authority to Detain (CHAPTER THREE, SGIM)	1	Provide the security guard with knowledge of how guards shall exercise their authority to detain as defined by local, state, and Federal regulations. Instruction will define detention procedures and legal rules governing practices and procedures involving: confessions, self-incrimination, eyewitness identifications and complaints. Security guards should become completely familiar with the extent of their authority obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, SGIM)	1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, SGIM)	0.5	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, SGIM)	0.5	Evidence is defined to include direct, circumstantial, and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Security Guard Administration (CHAPTER FOUR, SGIM)	0.5	Instructor(s) will discuss the relationship between the Contractor and the Government and will discuss protocol for communicating with the MegaCenters when incidents occur. Instructor will also discuss the importance of the Duty Book.
Post Duties (CHAPTER FOUR, SGIM)	0.5	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance

Subject	Hours	Scope
		while manning a post.
Patrol Methods And Patrol Hazards (CHAPTER FOUR, SGIM)	0.5	Study the various methods and skills employed in protective patrols with an emphasis on foot patrols. Explain the importance of security patrols and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man-made. Discuss the techniques or recognition and ways to eliminate or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, SGIM)	0.5	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, SGIM)	0.5	Acquaint the security guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Crime Detection, Assessment And Response (CHAPTER SIX, SGIM)	0.5	Acquaint the security guard with the care and caution that must be (CHAPTER SIX, SGIM) exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the security guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, SGIM)	0.5	Define the security guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types,

Subject	Hours	Scope
		etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records, Reports, & Forms (CHAPTER EIGHT, SGIM)	0.5	Instructor will lecture on importance of properly prepared records, reports, and forms. Students shall be given examples and prepare sample records, reports, and forms as they will use on an FPS contract. Emphasis on tips for effective report writing.
Special Situations (CHAPTER NINE, SGIM)	1	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Code Adam (CHAPTER NINE, SGIM)	1	Instructors will familiarize the security guards with one of the largest child safety programs in the country. Discussions will include the history and the Code Adam Act as it pertains to Federal facilities. Instruction will include the FPS nationwide policy and the security guard's role in implementing Code Adam Alert procedures.
Terrorism, Anti-terrorism, and Weapons of Mass Destruction (WMD) (CHAPTER ELEVEN, SGIM)	2	Instructor will provide a lecture regarding weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment.
Workplace Violence (CHAPTER TWELVE, SGIM)	1	Instructor will discuss workplace violence, who commits violent acts and why, guard response to violent incidents, and tactics for being aware of environments or situations that can contribute to violence.
Civil Disturbances (CHAPTER THIRTEEN, SGIM)	1	Instructor(s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds. Emphasis shall be placed upon effective response to civil disturbances.
Bomb Threats and Incidents (CHAPTER FOURTEEN, SGIM)	1	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items, and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting

PART 2, EXHIBIT 4D, Continued

Subject	Hours	Scope
		incidents.
Hostage Situations (CHAPTER FIFTEEN, SGIM)	1	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SIXTEEN, SGIM)	0.5	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on Federal property. Emphasize importance of deterrence and prevention as well as response to incidents as they occur.
Defensive Tactics	3	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining holds, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	2	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
X-Ray and Magnetometer	8	Instruction will include device nomenclature, performance testing, and operations of x-ray machines and walk-through and hand-held magnetometer. Security guards will identify x-ray images of potential hazards. Instructions will include manual screening techniques.

CONTRACTOR-PROVIDED BASIC WEAPONS TRAINING AND QUALIFICATIONS

The Contractor must present 8 hours of basic baton training and certification, 8 hours of firearms classroom training, and 24 hours of live fire training and familiarization to all security guards. In addition to the weapons training, the contractor must provide for the weapons qualification course and must coordinate with the Contracting Officer for FPS to monitor the course of fire. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.* It is also incumbent upon the Instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior, such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a Federal facility.

Subject	Hours	Scope
Use of Baton	8	Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques.
Firearms Maintenance, Safety, and Handling	8	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide instruction in the handling and control of the security guard's firearm. Instruction should relate to weapons safety and handling to include: nomenclature, wearing of the weapon, care and cleaning, performing a functions check, storage, and accountability. Special emphasis must be placed on loading, unloading, and the safe lowering of a "cocked" hammer on a live round.

Subject	Hours	Scope
Familiarization Fire	24	Instruction on live fire with no less than 500 rounds of ammunition. Instructions include transition from other weapons.

Handgun Qualification Course

Firearms: Contract-authorized handgun and ammunition

Ammunition: Fifty (50) rounds

Target: ICE Target

All stages will be fired as a hot range. Once prepared for duty carry, the shooter will be responsible for maintaining full magazines throughout the course of fire, reloading on command and/or when otherwise necessary.

Course of Fire:

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
1	1.5 YSD	6	Strong hand only from the holster using the bent elbow position with the support arm/hand placed against the upper centerline of the officer's chest	On command the shooter will: Draw and fire one (1) round in two (2) seconds and re-holster. Draw and fire two (2) rounds in two (2) seconds and re-holster. Draw and fire three (3) rounds in two (2) seconds and re-holster. Officers with a magazine capacity of less than twelve (12) rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage two.

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
2	3 YDS	6	Using two hands from the holster - point shoulder shooting, referencing sights	On command the shooter will: Draw and fire three (3) rounds in the chest of the target in three (3) seconds, and re-holster. Draw and fire three (3) rounds in three (3) seconds to the chest, perform a reload (emergency, tactical or magazine exchange) and re-holster.
3	7 YDS	6	Body armor and cover drills. Two-handed shooting using the sights	On command the shooter will draw and fire two (2) rounds to the chest of the target and one (1) round to the head of the target in five (5) seconds and assume a high search position. From high search, move to an aimed in position and fire two (2) rounds to the chest of the target and one (1) round to the head of the target in four (4) seconds. At the end of this stage, the two (2) headshot rounds must be in the five ring head area for each to count as five (5) points. The head area outside the five ring is worth two (2) points. Officers with a magazine capacity of less than twelve (12) rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage four.
4	7 YDS	12	One-handed shooting	On command the shooter will draw and fire three (3) rounds, using both hands, then transfer the weapon to the strong hand only and fire three (3) rounds, in ten

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
				(10) seconds. Perform a reload (emergency, tactical or magazine exchange), and re-holster. Draw and fire three (3) rounds, using both hands, then transfer the weapon to the support hand only and fire three (3) rounds, in ten (10) seconds. Perform a reload (emergency, tactical or magazine exchange), and re-holster.
5	15 YDS	12	Two-handed shooting from the standing and kneeling position	On command the shooter will draw and fire six (6) rounds from the standing position in ten (10) seconds. Move to a kneeling position. When the target edges, or command is given that threat has diminished, shooter performs a reload (emergency, tactical or magazine exchange) in five (5) seconds and assumes a ready position. When threat reappears, or command to fire is given, fire six (6) additional rounds from the kneeling position in ten (10) seconds. Officers with a magazine capacity of less than twelve (12) rounds will have to conduct a tactical reload or magazine exchange at the end of this stage of fire to be prepared for stage six (6).
6	25 YDS	4	Barricade	On command the shooter will take one (1) step to the rear and one (1) to the right of the barricade. When the threat appears or command

PART 2, EXHIBIT 4E, Continued

STAGE	DISTANCE	ROUNDS	POSITION	DESCRIPTION
				to fire is given, move to cover, draw and fire two (2) rounds from the right side standing barricade position, move to the right side kneeling barricade and fire an additional two (2) rounds, in twenty (20) seconds. While in a position of cover, perform a magazine exchange.
7	25 YDS	4	Barricade	On command the shooter will take one (1) step to the rear and one (1) to the left of the barricade. When the threat appears or command to fire is given, move to cover and fire two (2) rounds from the left side standing barricade position, move to the left side kneeling barricade and fire an additional two (2) rounds, in twenty (20) seconds.

A total of fifty (50) rounds will be fired with a maximum possible score of two hundred-fifty (250) points. Minimum qualification score is two hundred (200) out of two hundred-fifty (250) for eighty (80) percent.

Marksmanship Ratings.

220-230 = Marksman;

231-240 = Sharpshooter;

241-249 = Expert; and

250 = Distinguished Expert.

CONTRACTOR-PROVIDED ANNUAL WEAPONS REFRESHER TRAINING AND QUALIFICATIONS

The Contractor must present and certify eight (8) hours of annual baton and/or OC Spray (as appropriate) refresher training and annual weapons qualification using the course of fire in Section J, Exhibit 4E of this Contract. The Contractor must coordinate with the Contracting Officer and/or the COTR for FPS to monitor the course of fire.

CONTRACTOR'S CERTIFICATION OF BASIC TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Basic Training subjects including practical exercises and examinations in accordance with Section C-9 and Section J Exhibit 4A as required by Contract number _____.

The Basic Training was provided from _____ to _____
(DATE) (DATE)

The Basic Training Subjects as identified in Section J Exhibit 4A of the Contract were presented by:

_____ of _____
(Name of Instructor) (Name of Company)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

(Printed Name of Contractor's Authorized Representative) (Signature) (Date)

Information provided in this certification is subject investigation and verification under Title 18, Section 1001, United State Code. Any false or misleading information may be punishable by fine or imprisonment.

CONTRACTOR'S CERTIFICATION OF SUPERVISORY TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named supervisory employee has successfully completed all required Supervisory Training subjects including practical exercises and examinations in accordance with Section C-9 and Section J Exhibit 4B as required by Contract number _____.

The Supervisory Training was provided from _____ to _____
(DATE) (DATE)

The Supervisory Training Subjects as identified in Section J Exhibit 4B of the Contract were presented by:

_____ of _____
(Name of Instructor) (Name of Company)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

(Printed Name of Contractor's Authorized Representative) (Signature) (Date)

Information provided in this certification is subject investigation and verification under Title 18, Section 1001, United State Code. Any false or misleading information may be punishable by fine or imprisonment.

CONTRACTOR'S CERTIFICATION OF GOVERNMENT PROVIDED TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Government Provided Training subjects including practical exercises and examinations in accordance with Section C-9 and Section J Exhibit 4C as required by Contract number _____.

The Government Provided Training was provided from _____ (DATE) to _____ (DATE)

The Government Provided Subjects as identified in Section J Exhibit 4C of the Contract were presented by:

_____ of _____
(Name of Instructor) (Name of Agency)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

(Printed Name of Contractor's Authorized Representative) (Signature) (Date)

Information provided in this certification is subject investigation and verification under Title 18, Section 1001, United State Code. Any false or misleading information may be punishable by fine or imprisonment.

CONTRACTOR'S CERTIFICATION OF REFRESHER TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Refresher Training subjects including practical exercises and examinations in accordance with Section C-9 and Section J Exhibit 4D as required by Contract number _____.

The Refresher Training was provided from _____ to _____
(DATE) (DATE)

The Refresher Training Subjects as identified in Section J Exhibit 4D of the Contract were presented by:

_____ of _____
(Name of Instructor) (Name of Company)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

(Printed Name of Contractor's Authorized Representative) (Signature) (Date)

Information provided in this certification is subject investigation and verification under Title 18, Section 1001, United State Code. Any false or misleading information may be punishable by fine or imprisonment.

CONTRACTOR'S CERTIFICATION OF BASIC WEAPONS TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Firearms Training subjects including practical exercises and examinations in accordance with Section C-9 and Section J Exhibit 4E as required by Contract number _____.

The Firearms Training was provided from _____ to _____
(DATE) (DATE)

The Baton Training was provided from _____ to _____
(DATE) (DATE)

The Weapons Training Subjects as identified in Section J Exhibit 4E of the Contract were presented by:

_____ of _____
(Name of Instructor) (Name of Company)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

(Printed Name of Contractor's Authorized Representative) (Signature) (Date)

Information provided in this certification is subject investigation and verification under Title 18, Section 1001, United State Code. Any false or misleading information may be punishable by fine or imprisonment.

CONTRACTOR'S CERTIFICATION OF ANNUAL WEAPONS REFRESHER TRAINING

Employee's Name: _____

SSN: _____ - _____ - _____

I hereby certify that the above named employee has successfully completed all required Firearms Training subjects including practical exercises and examinations in accordance with Section C-9 and Section J Exhibit 4E as required by Contract number _____.

The Firearms Training was provided from _____ (DATE) to _____ (DATE)

The Baton Training was provided from _____ (DATE) to _____ (DATE)

The Weapons Training Subjects as identified in Section J Exhibit 4E of the Contract were presented by:

_____ of _____
(Name of Instructor) (Name of Company)

Employee's Score: _____

Employee's Signature: _____

CERTIFIED BY:

(Printed Name of Contractor's Authorized Representative) (Signature) (Date)

Information provided in this certification is subject investigation and verification under Title 18, Section 1001, United State Code. Any false or misleading information may be punishable by fine or imprisonment.

Employee's Name: _____ **SSN:** - -

PROPOSED POSITION TITLE: _____

SUPERVISOR'S NAME: _____

CURRENT POSITION WITH THE CONTRACT FIRM: _____

TIME IN CURRENT POSITION: (Yrs. Mos.) _____

RESPONSIBLE FOR THE WORK OF: _____ **PERSONS**

DESCRIPTION OF SCOPE OF CURRENT JOB: (Use attached sheet if necessary)

WORK EXPERIENCE: (Beginning with the most recent for the past 10 years.)

Dates (From – To)	Position or Title	Company Name and Address	Reference and Phone Number

PART 2, EXHIBIT 6B Continued

Employee's Name:

SSN: - -

EDUCATION SUMMARY:

	Name and Address of Institution	Dates Attended	Diploma or Certificate
High School			
College			
Technical			
Trade Schools			

PROVIDE A BRIEF STATEMENT OF WHY THIS SUPERVISOR IS BELIEVED TO BE QUALIFIED FOR THIS CONTRACT.

**PART 2 – EXHIBIT 6C
Security Suitability Requirements**

Facility Clearance	Required	Not Req'd
Top Secret		
Final Secret		
DHS Suitability		

Personnel Clearance	Post Requirements (or "None")
Top Secret	
Final Secret	
DOE "Q"	
DOE "L"	
NRC "Q"	
NRC "L"	
DHS Suitability	

NOTE: FACILITIES/GUARD POSTS MAY VARY IN SUITABILITY AND CLEARANCE REQUIREMENTS; THEREFORE, REFER TO ALL FACILITIES/GUARD POSTS LISTED IN EXHIBIT 1 FOR DEFINED/SPECIFIED CLEARANCE VARIATIONS.

PART 2 – EXHIBIT 7 – 41 CFR, Conduct on Federal Property



U.S. General Services Administration

Rules and Regulations Governing Conduct on Federal Property

December, 2002

Federal Management Regulation Title 41, Code of Federal Regulations, Part 102-74, Subpart C

Applicability (41 CFR 102-74.285). The rules in this subpart apply to all property under the authority of the U.S. General Services Administration and to all persons entering in or on such property. Each occupant agency shall be responsible for the observance of these rules and regulations. Federal agencies must post this notice in the Appendix to part 102-74 at each public entrance to each Federal facility.

Inspection (41 CFR 102-74.370). Federal agencies may, at their discretion, inspect packages, briefcases and other containers in the immediate possession of visitors, employees or other persons arriving on, working at, visiting, or departing from Federal property. Federal agencies may conduct a full search of a person and the vehicle the person is driving or occupying upon his or her arrival.

Admission to Property (41 CFR 102-74.375). Federal agencies must:

- (a) Close property to the public during other than normal working hours. In those instances where a Federal agency has approved the after-normal-working-hours use of buildings or portions thereof for activities authorized by Subpart D of this part, Federal agencies must not close the property (or affected portions thereof) to the public.
- (b) Close property to the public during working hours only when situations require this action to insure the orderly conduct of Government business. The designated official under the Occupancy Emergency Program may make such decision only after consultation with the building manager and the highest ranking representative of the law enforcement organization responsible for protection of the property or the area. The designated official is defined in Sec. 102-71.20 of this chapter as the highest ranking official of the primary occupant agency, or the alternate highest ranking official or designee selected by mutual agreement by other occupant agency officials.
- (c) Ensure, when property or a portion thereof is closed to the public, the admission to the property, or the affected portion, is restricted to authorized persons who must register upon entry to the property and must, when requested, display Government or other identifying credentials to Federal police officers or other authorized individuals when entering, leaving or while on the property. Failure to comply with any of the applicable provisions is a violation of these regulations.

Preservation of Property (41 CFR 102-74.380). All persons entering in or on Federal property are prohibited from:

- (a) Improperly displaying of rubbish on property;
- (b) Willfully destroying or damaging property;
- (c) Stealing property;
- (d) Creating any hazard on property to persons or things;
- (e) Throwing articles of any kind from or at a building or the climbing upon statues, fountains or any part of the building.

Conformity with Signs and Directions (41 CFR 102-74.385). Persons in and on property must at all times comply

with official signs of a prohibitory, regulatory or directory nature and with the lawful direction of Federal police officers and other authorized individuals.

Disturbance (41 CFR 102-74.390). All persons entering in or on Federal property are prohibited from loitering, exhibiting disorderly conduct or exhibiting other conduct on property which:

- (a) Creates loud or unusual noise or a nuisance;
- (b) Unreasonably obstructs the usual use of entrances, foyers, lobbies, corridors, offices, elevators, stairways, or parking lots;
- (c) Otherwise impedes or disrupts the performance of official duties by Government employees; or
- (d) Privates the general public from obtaining the administrative services provided on the property in a timely manner.

Gambling (41 CFR 102-74.395). Except for the vending or exchange of chances by licensed blind operators of vending facilities for any lottery set forth in a State law authorized by section 2(a)(2) of the Randolph-Sheppard Act (20 U.S.C. 107 in title), all persons entering in or on Federal property are prohibited from:

- (a) Participating in games for money or other personal property;
- (b) Operating gambling devices;
- (c) Conducting a lottery or pool; or
- (d) Selling or purchasing of number tickets.

Narcotics and Other Drugs (41 CFR 102-74.400). Except in cases where the drug is being used as prescribed for a patient by a licensed physician, all persons entering in or on Federal property are prohibited from:

- (a) Being under the influence, using or possessing any narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines; or
- (b) Operating a motor vehicle on the property while under the influence of alcoholic beverages, narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines.

Alcoholic Beverages (41 CFR 102-74.405). Except where the head of the responsible agency or his or her designee has granted an exemption in writing for the appropriate official use of alcoholic beverages, all persons entering in or on Federal property are prohibited from being under the influence or using alcoholic beverages.

The head of the responsible agency or his or her designee must provide a copy of all exemptions granted to the building manager and the highest ranking representative of the law enforcement organization, or other authorized official, responsible for the security of the property.

Soliciting, Vending and Debt Collection (41 CFR 102-74.410). All persons entering in or on Federal property are prohibited from soliciting commercial or political donations, vending merchandise of all kinds, displaying or distributing commercial advertising, or collecting private debts, except for:

- (a) National or local drives for funds for welfare, health or other purposes as authorized by 5 CFR part 250, entitled "Collection of Federal Civilian And Uniformed Services Uniformed For Contributions To Private Voluntary Organizations," and sponsored or approved by the occupant agencies;
- (b) Concessions or personal notices posted by employees on authorized bulletin boards;
- (c) Solicitation of labor organization membership or dues authorized by occupant agencies under the Civil Service Reform Act of 1978 (Public Law 95-454); and
- (d) Lotteries, or its agents and employees, with respect to space leased for commercial, cultural, educational, or recreational use under the Public Buildings Cooperative Use Act of 1978 (40 U.S.C. 5817)(c). Public areas of GSA-controlled property may be used for other activities in accordance with Subpart D of this part.

Posting and Distributing Materials (41 CFR 102-74.415). All persons entering in or on Federal property are prohibited from:

- (a) Distributing free samples of tobacco products in or around Federal buildings, under Public Law 104-52, Section 636;
- (b) Posting or affixing materials, such as pamphlets, handbills, or flyers, on bulletin boards or elsewhere on GSA-controlled property, except as authorized in Sec. 102-74.410, or when these displays are conducted as part of authorized Government activities;
- (c) Distributing materials, such as pamphlets, handbills, or flyers, unless conducted as part of authorized Government activities. This prohibition does not apply to public areas of the property as defined in Sec. 102-71.20 of this chapter. However, any person or organization proposing to distribute materials in a public area under this section must first obtain a permit from the building manager as specified in Subpart D of this part. Any such person or organization must distribute materials only in accordance with the provisions of Subpart D of this part. Failure to comply with these provisions is a violation of these regulations.

Photographs for News, Advertising, or Commercial Purposes (41 CFR 102-74.420). Except where security regulations apply or a Federal contractor or rule prohibits, persons entering in or on Federal property may take photographs of:

- (a) Space occupied by a tenant agency for non-commercial purposes only with the permission of the occupying agency concerned;
- (b) Space occupied by a tenant agency for commercial purposes only with written permission of an authorized official of the occupying agency concerned; and
- (c) Building entrances, lobbies, foyers, corridors, or auditoriums for news purposes.

Dogs and Other Animals (41 CFR 102-74.425). Except seeing eye dogs, other guide dogs, and animals used or being trained to guide or assist handicapped persons, persons may not bring dogs or other animals on Federal property for other than official purposes.

persons may not bring dogs or other animals on Federal property for other than official purposes.

Vehicle and Pedestrian Traffic (41 CFR 102-74.430). All vehicle drivers entering or while on Federal property:

- (a) Must drive in a careful and safe manner at all times;
- (b) Must comply with the signals and directions of Federal police officers or other authorized individuals;
- (c) Must comply with all posted traffic signs;
- (d) Must comply with any additional posted traffic directives approved by the GSA Regional Administrator, which will have the same force and effect as these regulations;
- (e) Are prohibited from blocking entrances, driveways, walks, loading platforms, or the hydrants; and
- (f) Are prohibited from parking on Federal property without a permit. Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or parking contrary to the direction of posted signs is prohibited. Vehicles parked in violation, where warning signs are posted, are subject to removal at the owner's risk and expense. Federal agencies may take as proof that a motor vehicle was parked in violation of these regulations or directives as prima facie evidence that the registered owner was responsible for the violation.

Explosives (41 CFR 102-74.435). No person entering or while on Federal property may carry or possess explosives, or items intended to be used to fabricate an explosive or incendiary device, other opium or controlled, except for official purposes.

Weapons (41 CFR 102-74.440). Federal law prohibits the possession of firearms or other dangerous weapons in Federal facilities and Federal court facilities by all persons not specifically authorized by Title 18, United States Code, Section 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

Non-discrimination (41 CFR 102-74.445). Federal agencies must not discriminate by segregation or otherwise against any person or persons because of race, creed, sex, color, or national origin in furnishing or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided on the property.

Penalties (41 CFR 102-74.450). A person found guilty of violating any rule or regulation in Subpart C of this part while on any property under the charge and control of the U.S. General Services Administration shall be fined under title 18 of the United States Code, imprisoned for not more than 30 days, or both.

Impact on Other Laws or Regulations (41 CFR 102-74.455). No rule or regulation in this subpart may be construed to nullify any other Federal laws or regulations or any State and local laws and regulations applicable to any area in which the property is situated.

WARNING WEAPONS PROHIBITED

Federal law prohibits the possession of firearms or other dangerous weapons in Federal facilities and Federal court facilities by all persons not specifically authorized by Title 18, United States Code, Section 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

PART 2 – EXHIBIT 8, Collective Bargaining Agreements

PART 2, EXHIBIT 9 – DOL Wage Determinations - Indiana

PART 2 – EXHIBIT 10 – Indiana Professional Licensing Agency (IPLA)

The Indiana Professional Licensing Agency – Private Investigator and Security Guard Licensing Board is the state authority charged with regulating various professions and professionals, including detective and security guard companies, detectives, private investigators and security guards within the State of Indiana. Contract performance requires current licenses and permits from this state agency. The Contractor must possess those current, valid State of Indiana security guard company licenses and handgun permits as required by the State of Indiana (issued in their own business name(s), prior to offer due date and time, in order to be considered eligible for Task Order/Blanket Purchasing Agreement award. Here is how you may communicate with the State of Indiana:

1) Internet web site:

www.in.gov/pla/2274.htm

Indiana Professional Licensing Agency

Attn: Private Investigator and Security Guard Licensing Board

402 W. Washington St., Rm. #W072

Indianapolis, IN 46204

317-234-3040

Staff TX

pla11@pla.in.gov

Staff email

Disclaimer: DHS/ICE-FPS is not responsible for information or service provided by the Indiana IPLA.

BPA: HSCEC5-09-A-00003
Contract Guard Services - Indiana

(Sol: HSCEC5-08-Q-00033)

PART 2 – EXHIBIT 11 – Personnel/Seniority Roster

Pages 177 through 183 redacted for the following reasons:

(b)(7)e, (b)(7)f

Part 2 - Exhibit 3A

Government Furnished Radio Inventory - Indiana BPA

Item #	MDL	RADIO #	ICE PROPERTY TAG	TURNED IN	RETURNED	POST #	ASSIGNED	COMMENTS
1	Astro	310AYY0567						
2	Astro	310AYY0886						
3	Astro	310AYY0888						Good
4	Astro	310AYY0891						Replace
5	Astro	310AYY0894						
6	Astro	310AYY0897						
7	Astro	310AYY0899						
8	Astro	310AYY0900						
9	Astro	310AYY0902						
10	Astro	310AYY1004						
11	Astro	310AYY1005						
12	Astro	310AYY1006						
13	Astro	310AYY1007						
14	Astro	310AYY1008						
15	Astro	310AYY1010						
16	Astro	310AYY1012						OOS-FPS
17	Astro	310AYY1013						
18	Astro	310AYY1014						
19	Astro	310AYY1015						
20	Astro	310AYY1017						OOS-FPS
21	Astro	310AYY1018						
22	Astro	310AYY1019						
23	Astro	310AYY1021						OOS-FPS
24	Astro	310AYY1022						
25	Astro	310AYY1063						
26	Astro	310AYY1065						
27	Astro	310AYY1066						
28	Astro	310AYY1067						
29	Astro	310AYY1068						
30	Astro	310AYY1072						
31	Astro	310AYY1076						
32	Astro	310AYY1269						
33	Astro	310AYY1270						OOS-FPS
34	Astro	310AYY1271						
35	Astro	310AYY1272						
36	Astro	310AYY1273						
37	Astro	310AYY1274						
38	Astro	310AYY1275						
39	Astro	310AYY1276						
40	Astro	310AYY1278						OOS-FPS
41	Astro	310AYY1279						
42	Astro	310AYY1280						
43	Astro	310AYY1287						
44	Astro	310AYY1288						
45	Astro	310AYY1327						
46	Astro	310AYY1328						
47	Astro	310AYY1329						
48	Astro	310AYY1337						
49	Astro	310AXS0141						
50	Astro	465AWY0712						
51	Astro	465AWY0713						
52	Astro	465AWY0715						
53	Astro	465AWY0716						
54	Astro	465AWY0718						
55	Astro	465AWY0720						
56	Astro	655AYL0312						

(b)(6)	
	11

I. SCHEDULE OF SERVICES

01. DESCRIPTION OF SERVICES

The Contractor shall furnish professional security services, defined by this solicitation as guard services and related duties, at federally owned and leased facilities protected by the Federal Protective Service at various locations throughout the state of Indiana. In furnishing these services, the Contractor shall provide all necessary management, supervision, personnel, materials, supplies and equipment except as otherwise indicated, and shall plan, schedule, coordinate and ensure effective performance of, and conformance to, all aspects of the statement of work contained herein.

02. CONTRACT TYPE

Services shall be furnished via Blanket Purchase Agreement (BPA) with fixed hourly rates against GSA Federal Supply Schedule (FSS) Contract 084.

03. ESTIMATED QUANTITIES

The attached Post Coverage Exhibits provide the basis for the estimated quantities of guard coverage included under this BPA. Those exhibits reflect the current recurring coverage in the described areas and are provided for estimating purposes only and will be subject to changes reflected in the actual calls issued against the BPA and any modifications thereto. BPA holders will be paid only for services ordered and performed at the established hourly rates. The Government has the unilateral right to add, decrease, cancel, or modify services stated in each call issued at the established unit prices, as long as the change is within the scope of the BPA and the associated call.

04. PRICES

A. Pricing Required for All Services and Performance Periods

Contractors must quote prices for all services required during the base period, as well as for each additional ordering period, in order to be considered for award. Contractors submitting partial pricing information shall be ineligible for award.

B. Department of Labor (DOL) Wage Determination (WD) and/ or Collective Bargaining Agreement (CBA)

1. The minimum wage rates and fringe benefits applicable to the Blanket Purchase Agreement (BPA) are outlined in the Department of Labor (DOL) prevailing wage determinations and/or Collective Bargaining Agreement (CBA) included within the request for quotes.

2. The applicable job classification under this request for quotes is: **Guard II**. This classification reflects the minimum wage rates that the Contractor must pay to all employees working under the order. The Contractor shall also be responsible for complying with all other requirements of the wage determination, including all fringe benefits, such as vacations, holidays, uniform allowances, etc.

C. Unbalanced Pricing

The contractor is cautioned that its quote may be rejected as non-responsive to the solicitation requirements if it is materially unbalanced as to prices for the base period or any additional ordering periods. A quote is considered to be materially unbalanced when it is based on prices that are significantly less than cost for some work and prices that are significantly overstated for other work.

D. Contingency Pricing

1. Contractors must not include contingency allowances to cover increased costs for which adjustments are provided under Federal Acquisition Regulation (FAR) Clause 52.222-44 – Fair Labor Standards Act and Service Contract Act – Price Adjustments (Feb 2002).
2. In addition to increases to wages and fringe benefits prescribed by a revised wage determination, including fringe benefits specifically called out in a collective bargaining agreement, FPS may consider increases to other direct costs brought about by the contractor's cost of compliance with the terms of a revised wage determination (specifically the GSA Industrial Funding Fee, or IFF). Any price adjustment request associated with such other direct cost(s) must be supported by documentation demonstrating that a contingency covering an increase to the subject cost(s) was not included in the contractor's price proposal accepted by the Government at time of award.
3. For cost/price factors that are subject to variation over the life of the BPA, but are not subject to adjustment under the provisions above, contractors must factor in their own contingency allowances in their initial

pricing, since such contingency adjustments will not be considered by the Government at a later date.

E. Pricing of Services

1. For Basic, Temporary Additional, and Emergency Guard Services, the hourly prices quoted must be inclusive of all direct costs, indirect costs, and profit necessary to provide an hour of post coverage as required. Contractors must include all costs associated with providing the services described herein.
2. The Government shall not be responsible for compensating the Contractor for any costs tied to solicitation requirements but not factored into the quoted prices, either by the Contractor's intention or by mistake.

F. Definitions

1. Basic Services – Basic services are the permanent ongoing services specifically included in the call(s) at time of award or added through modification. For these services, the Contractor shall be compensated using the Basic Services Rates.
2. Temporary Additional Services - During the term of the BPA, the Government may have requirements for temporary additional services (TAS) beyond the basic requirements. Due to the nature of these services, the Contractor may be required to provide them with little advance notice. In such circumstances, the Contractor shall be compensated using the TAS Rates for any temporary additional services performed within 72 hours of the notification to initiate such service. The Contractor will be compensated at the Basic Service Rate for any such services performed after the 72-hour notification period.
 - a. In the event other agencies contact the Contractor to request Temporary Additional Services under this BPA, the Contractor shall notify the FPS COTR and Contracting Officer immediately.
 - b. This temporary Additional Service provision is intended to satisfy the Government's short term, non-recurring needs for service. Should a continuing need for additional service arise, a contract modification will be issued by the government to provide for those services.

3. Emergency Guard Services - Emergency Guard Services are those services required to safeguard federal employees, visitors, property and temporary facilities during disaster declarations and local facility emergencies. They may include large and small-scale deployments, short and long-term emergency situations, i.e. manmade and natural disasters & FEMA projects. The requirements under the "Emergency Guard Service" Contract Line Item Number (CLIN) shall be ordered for anywhere in the geographic area covered under this BPA with little, if any, advance notice. The hourly rate for this "emergency guard service" CLIN shall be inclusive of any and all costs (e.g. travel costs) directly related to or incidental to providing service at locations to be specified when ordered. There will be no "phase-in" period for these requirements. The requirements ordered under the "Emergency Guard Service" CLIN will be limited to 120 days of service. Thereafter, provided notice is provided within 30 days before the expiration of the emergency guard service task order, any continuing long term requirements for those same post/locations shall be ordered at the regular hourly rates specified for fixed posts/facilities within the contract.

Note: Requests for all services listed above must come from the Federal Protective Service Contracting Officer or his authorized representative.

II. PACKING AND MARKING

01. PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information, including forms, reports, etc., to the Contracting Officer or the Contracting Officer's Technical Representative shall be paid by the Contractor.

02. MARKING

All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative shall clearly indicate the BPA and call number for which the information is being submitted.

III. INSPECTION AND ACCEPTANCE

01. CONTRACTOR'S RESPONSIBILITY

The Contractor shall provide for all day-to-day supervision, inspection and monitoring of all work performed to ensure compliance with the BPA

requirements. The results of inspections conducted shall be documented in an inspection report for submission to the Government. The Contractor shall follow through to assure that all Government and Contractor identified defects or omissions in the BPA requirements are corrected.

IV. DELIVERIES OR PERFORMANCE

01. TERM OF CONTRACT

Performance will commence on the first day of the third month following BPA award. The full term of the BPA will be five (5) years with a base period of one year and four additional ordering periods of one year, each with fixed unit prices as quoted on the Pricing Schedule. The Contractor shall be given notice to proceed on individual calls against the BPA and shall provide all contractual services, subject to the availability of appropriations if applicable, (see the Clause FAR 52.232-18, "Availability of Funds" (APR 1984)), throughout the term of the BPA.

Work under this BPA is expected to commence on or about 01 Apr 09
Performance periods shall be as follows:

Base Period:	(01 Apr 09 through 31 Mar 10)
Additional Ordering Period 1:	(01 Apr 10 through 31 Mar 11)
Additional Ordering Period 2:	(01 Apr 11 through 31 Mar 12)
Additional Ordering Period 3:	(01 Apr 12 through 31 Mar 13)
Additional Ordering Period 4:	(01 Apr 13 through 31 Mar 14)

V. CONTRACT ADMINISTRATION DATA

01. SUBMISSION OF INVOICES - Invoices shall be submitted via one of the following three methods:

A. By mail:

DHS, ICE
Burlington Finance Center
P.O. Box 1279

Williston, VT 05495-1279
Attn: FPS Region 5 Invoice

B. By facsimile (fax): (include a cover sheet with point of contact & # of pages)

802-288-7658

C. By e-mail:

Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. In addition to the information required for a proper invoice as identified in FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, (OCT 2003), the contractor shall annotate “FPS Region 5” on the face of each invoice. Failure to comply with these submission requirements will result in rejection of the invoice.

02. PAYMENTS

A. Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later.

B. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this BPA. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work under this BPA and for adjustments for deficiencies in the performance of work. In no event shall contractor invoice or the Government be obligated to pay for any hours in excess of the amount identified within a BPA (inclusive of all modifications).

C. The Contractor is responsible for submitting accurate invoices that reflect the actual services provided each month. Where there are variances between the requirements cited in the call(s) and the work actually performed (e.g., unmanned posts), the Contractor shall attach a separate sheet to the invoice detailing each instance of a variance. The Contractor shall compute the invoice price to reflect the actual amount owed. Submission of false invoices shall be subject to contractual and legal actions.

D. To verify the monthly payment for productive man-hours, the Contracting Officer's designated representative may compare the man-hours required in the call with the DHS Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. The Government may perform a 100% comparison or sampled comparison to verify the accuracy of the Contractor's invoice. The Government will only pay for services actually rendered by the Contractor and funded on the call. If variances are noted between the invoice and the DHS Form 139, the Government will propose a price deduction. For example, if the call required that a post be manned for 12 hours, and the Contractor billed for 12 hours, but the DHS Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Government will deduct the difference.

Any inquiries regarding payment shall be directed to the COTR and/or CO.

03. ADJUSTING PAYMENTS FOR CONTRACTOR PERFORMANCE

A. Deductions for Failure to Provide Man-hours

1. To compute man-hour deductions the Contracting Officer's Representative will compare the man-hours reported by the Contractor with the DHS Form 139, Record of Time of Arrival and Departure from Buildings, or other approved Sign-in/Sign-out forms.
2. Reduction at Post – In the event that posted guards were released or were not required to report due to weather closure, Presidential declared holiday, or similar unforeseen occurrence, payments will be made only for the hours actually worked.
3. In the event the Contractor reports more hours than are reflected on the DHS Form 139, or any other approved Sign-in/Sign-out form, the approved form will prevail. For example: If the weekly report submitted by the Contractor indicates that an employee worked 8 hours and the sign-in/sign-out form shows that employee as having been in the building 5 hours, the 5 hours will prevail and a deduction will be taken for the 3 hours not furnished. In the event the Contractor, for any reason whatsoever, fails to provide the manpower specified for labor, deductions will be made at the current base hourly rate.

B. Contractor Use of DHS Form 139, or Approved Alternate

The Contractor shall maintain, on a daily basis, all applicable DHS Form 139's, or approved alternate, to document personnel attendance. The original copy must be maintained at a location accessible to the COTR or designee. The Contractor shall incorporate and certify that the data contained on the approved sign-in form is accurate, complete and in agreement with the hours presented on their invoice. (Facsimile copies of completed DHS Form 139's may not be used for this purpose.)

04. THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION

A. Contracting Officer (CO)

1. The CO for this RFQ and resultant award is: Sally Arnold
2. Administrative Contracting Officer will be assigned after award of the order.
3. The CO has the overall responsibility for the administration of the BPA. The CO alone is authorized to take action on behalf of the Government to amend, modify or deviate from the BPA's terms and conditions; make final decisions on unsatisfactory performance; terminate the BPA order for convenience or cause; and issue final decisions regarding questions or matters under dispute. The CO may delegate certain other responsibilities to an authorized representative.

B. Contracting Officer's Technical Representative (COTR)

1. The COTR for the order is:

(To be determined upon award of BPA or call)
2. The COTR is designated to assist the CO in the discharge of his or her responsibilities when he or she is unable to be directly in touch with the BPA Call work. In the event that the COTR is absent or unavailable, another COTR Alternate will be designated. The responsibilities of the COTR and his/her alternate include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of the BPA, acting as the Government's representative in charge of work at the site(s); ensuring compliance with the BPA requirements insofar as the actual performance is concerned; advising the Contractor of proposed deductions for non-performance or unsatisfactory

performance; and advising the CO of any factors which may cause delay in the performance of work.

3. After award of the BPA or call, the CO will issue a written Delegation of Authority memorandum to the COTR that details the scope of duties the COTR is authorized to perform and manage. The COTR shall not make any decisions regarding the performance of the work under the call except as outlined in the memorandum. A copy of the memorandum shall be sent to the Contractor.

4. The Contractor shall immediately notify the CO in the event the COTR directs the Contractor to perform work that the Contractor believes is not part of the BPA or the COTR assumes duties not designated in the memorandum. The CO will then make a determination as to the issue and respond to all affected parties in the most appropriate manner deemed necessary.

VI. CONTRACT CLAUSES

In addition to the contract clauses in the General Services Administration's Schedule 84 (Solicitation: 7FCI-L3-030084-B Refresh 10), the following clauses and provisions from the Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) are incorporated into this BPA.

01. FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This BPA incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>, for the FAR, and <https://dhsonline.dhs.gov/portal/jhtml/dc/sfi.jhtml?doid=8671> for the HSAR

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.223-6	Drug-Free Workplace	MAY 2001
52.228-5	Insurance - Work on a Government Installation	JAN 1997
52.232-18	Availability of Funds	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.245-1	Government Property	JUN 2007
52.245-9	Use and Charges	AUG 2005
HSAR:		

3052.211-70	Index for Specifications	DEC 2003
3052.219-70	Small Business Subcontracting Reporting Program	JUN 2006
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	DEC 2003
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	DEC 2003
3052.242.71	Dissemination of Contract Information	DEC 2003
3052.242-72	Contracting Officer's Technical Representative	DEC 2003
3052.245-70	Government Property Reports	JUN 2006

02. Clauses Incorporated by Full Text

52.212-4 Contract Terms and Conditions—Commercial Items (Feb 2007)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any

request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the

Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (May 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(2) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to

implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- __ (2) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).
- __ (3) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- __ (4) [Reserved]
- __ (5)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Oct 1995) of [52.219-6](#).
- __ (iii) Alternate II (Mar 2004) of [52.219-6](#).
- __ (6)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- __ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- __ (7) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (8)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- __ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- __ (9) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (10) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (11)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- __ (ii) Alternate I (June 2003) of [52.219-23](#).
- __ (12) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- __ (13) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

- ___ (14) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- ___ (15) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).
- X (16) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X (17) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- X (18) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- X (19) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- X (20) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- X (21) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- X (22) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- X (23) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- X (24)(i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
 - ___ (ii) Alternate I (Aug 2007) of [52.222-50](#).
- ___ (25)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).
- ___ (26) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (27)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 - ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- ___ (28) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).
- ___ (29)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
 - ___ (ii) Alternate I (Jan 2004) of [52.225-3](#).
 - ___ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- X (30) [52.225-5](#), Trade Agreements (NOV 2007) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (31) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (32) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

— (33) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

— (34) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

— (35) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X (36) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

X (37) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

X (38) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).

X (39) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

X (40)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

— (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

X (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

X (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Aug 2007) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

- (iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).
 - (v) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - (vii) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) ([22 U.S.C. 7104\(g\)](#)). Flow down required in accordance with paragraph (f) of FAR clause [52.222-50](#).
 - (viii) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - (ix) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - (x) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.204-1 - APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer, and shall not be binding until so approved.

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the BPA. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may unilaterally exercise the option by written notice to the Contractor at least 15 calendar days before the BPA expires.

It is understood that exercise of this option will be only for sufficient time to complete award and/or give notice to proceed to the follow-on Contractor .

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only.

It is not a Wage Determination.

EMPLOYEE CLASS	HOURLY MONETARY WAGE	% OF BASIC HOURLY RATE AS FRINGE BENEFITS
Guard 2	\$15.23	36.25%

SICK LEAVE REQUIRED BY LAW:

13 days of sick leave per year

PAID HOLIDAYS PROVIDED BY LAW:

- 1 New Year's Day
- 2 President's Day
- 3 Martin Luther King's Birthday
- 4 Memorial Day
- 5 Independence Day
- 6 Labor Day
- 7 Columbus Day
- 8 Veterans Day
- 9 Thanksgiving Day
- 10 Christmas

VACATION OR PAID LEAVE AS REQUIRED BY LAW:

- (1) 2 hours of annual leave each week for an employee with less than three years of service.
- (2) 3 hours of annual leave each week for an employee with three but less than 15 years of service.
- (3) 4 hours of annual leave each week for an employee with 15 or more years of service.

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of S SI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All

contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 06)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Afiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

Note: The disclosure below is also included on the "Quotation Cover Sheet" for completion and submission.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#);

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#), but it has submitted a request for waiver pursuant to [3009.104-74](#), which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#), but it plans to submit a request for waiver pursuant to [3009.104-74](#).

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

INSURANCE REQUIREMENT

Pursuant to FAR clause 52.228-5, Insurance – Work on a Government Installation (Jan 1997):

- a. Liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage. Automobile liability insurance, written on the comprehensive form of policy, is required in the amount of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

Note: "**The United States of America, acting by and through the Federal Protective service**" shall be named as an additional insured for general liability.

- b. The coverage specified below, pursuant to FAR 28.207, reflects the minimum insurance required.

(1) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) GENERAL LIABILITY

The contractor shall provide bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence and \$50,000 per occurrence for property damage.

(3) AUTOMOBILE LIABILITY

The contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall

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ATTACHMENT 3 – PART III
TERMS AND CONDITIONS

provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) HAZARDOUS MATERIALS

Hazardous Materials - Catastrophic Insurance - Occurrence Type Insurance. The Contractor shall carry occurrence insurance to cover claims involving the removal, transportation, and disposal of the asbestos and or PCB materials and contaminated removal equipment. The coverage shall be a minimum of \$1,000,000 per occurrence for all projects. This insurance coverage shall survive the period of performance of this contract and beyond until such time as is reasonable that a claim may arise out of the work that was performed, all materials and hardware so contaminated are satisfactorily placed in the ultimate disposal facility or incinerated and compliance with all legal and environmental requirements have been accomplished.

Note: Paragraph (4) above applies only if asbestos and /or PCB materials are removed, transported or disposed of.

c. The Contractor selected for award shall be required to submit satisfactory evidence of insurance prior to being permitted to commence work.

03. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): : <http://www.arnet.gov/far>, for the FAR, and <https://dhsonline.dhs.gov/portal/jhtml/dc/sfi.jhtml?doid=8671> for the HSAR

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
FAR 52.237-1	SITE VISIT	(APR 1984)

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Contract Guard Services - Indiana

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

|

|

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| Wage Determination No.: 2005-0310

Shirley F. Ebbesen Division of | Revision No.: 4

Director Wage Determinations | Date Of Last Revision: 09/03/2008

States: Illinois, Indiana, Minnesota, Wisconsin

Area: Illinois Statewide

Indiana Statewide

Minnesota Statewide

Wisconsin Statewide

Employed on DHS contract for Security Guard and Security Clerk service in the above localities:

Collective Bargaining Agreement between AKAL Security Inc. and Security Police Fire Professional of America (SPFPA) and its Amalgamated Locals 200, 201, 202 and 203. effective October 1, 2008 through September 30, 2011.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

COLLECTIVE BARGAINING AGREEMENT

Between

Akal Security, Inc.

And the

INTERNATIONAL UNION

**SECURITY POLICE & FIRE PROFESSIONALS
OF AMERICA (SPFPA)**

And its

AMALGAMATED LOCAL #202

October 1, 2008 – September 30, 2011

COLLECTIVE BARGAINING AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into effective as of the 1st day of August 2008, by and between Akal Security, Inc., hereinafter referred to as the “Employer” or “Company,” and the INTERNATIONAL UNION SECURITY, POLICE, & FIRE PROFESSIONALS OF AMERICA (SPFPA) and it’s AMALGAMATED LOCAL #202 with offices currently located at 25510 Kelly Road, Roseville, Michigan 48066, hereinafter referred to as the “Union.”

ARTICLE 1- RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to all full-time and regular part-time security guards working in the state of Indiana assigned to the 4 State Contract, Department Homeland Security, for the provisions of security services at said facilities, but excluding all managers, supervisors, assistant supervisors, sergeants, lieutenants, captains, office and/or clerical employees, temporarily assigned employees, substitute employees and all other employees of the Employer.

Definition:	Full time Fixed	-32 hours or more with set shift schedule
	Full time Flex	-32 hours or more - no fixed schedule generally new hires
	Part time Fixed	- less than 32 hours with a set shift schedule
	Part time Flex	- less than 32 with no fixed schedule

Section 2. This recognition of the Union only applies to the extent the work is being performed pursuant to the Contract. Furthermore, it is agreed that the Employer

shall have no liability as a successor employer for events occurring before the execution of this Agreement.

Section 3. The term “employee” when used in this Agreement shall refer to the employees in the bargaining unit described in Article I, Section 1 above. The term “full-time employee” shall refer to employees who are classified as “full-time” and regularly scheduled to work 32 hours per regular workweek.

Section 4. It is expressly understood that non-bargaining unit employees may perform bargaining unit work as determined necessary by the Employer and as allowed by the Contract, provided, however, that the wages and benefits of non-bargaining unit employees assigned to perform bargaining unit work shall, in no event, be less than the wages and benefits provided by this Agreement. It is also expressly understood that bargaining unit employees who are temporarily assigned to perform non-bargaining unit work shall receive the wages and benefits under this Agreement, or the wages and benefits normally applicable to employees performing such non-bargaining unit work, whichever is greater.

ARTICLE II – MANAGEMENT RIGHTS

Section 1. The Employer shall retain all rights, powers, and authority it had prior to entering into this Agreement, including, but not limited to, the unrestricted right to: manager its operations and to direct and assign the work force; to determine and change the methods and manner services are provided; to introduce new methods or improved methods of operations or equipment; to determine and change the size, composition and qualifications of the work force; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to

determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in the governments facilities and operations including the right to select, hire, promote, demote, lay off, assign and train employee; to subcontract any part of its operations, including unit work; to select and determine supervisory employees' to bid or not bid, or to re-bid or not re-bid, contracts with the government; to determine and change starting times, quitting times, schedules and shifts; to determine and change methods and means by which operations are to be carried on; to establish and/or abolish duties, standards of performance for employees, job classifications, operating units or departments; to establish, change and abolish its polices, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, practices and standards/code of conduct, provided that whenever feasible the Employer gives the Union prior notice; and to assign duties to employees in accordance with the needs and requirements of the DHS and the Employer, as determined by the Employer. The exercise of the foregoing powers and rights, together with the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement and the dictates of the Government

Section 2. The Employer shall retain the sole right to suspend, discipline and discharge employees for just cause, subject only to the express and specific terms of this Agreement.

ARTICLE III – SENIORITY

Section 1. Seniority shall be the length of continuous service from the employee's last date of hire as a security guard in the bargaining unit for the Employer; provided, however, that in the case of an employee who was employed as a security guard by a predecessor federal contractor, seniority shall be the length of the employee's continuous service on the Contract with the Employer and its predecessor contractor(s). Seniority shall not accrue until the employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of layoff and recall, and other situations as provided for in this Agreement.

Section 2. Newly hired employees shall be regarded as probationary employees for the first ninety (90) calendar days after hire. During their probationary period, probationary employees shall not accrue seniority under this Agreement. The employer shall have the sole right to discipline, layoff, suspend or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained therein. During the probationary period, an employee shall not be eligible for employee benefits. The employer, upon written notification to the Union, can extend any probationary period up to an additional thirty (30) calendar days. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the employee's most recent date of hire.

Section 3. Seniority lists for the bargaining unit will be posted, maintained and updated quarterly by the Employer and shall be made available to proper Union officials not less frequently than once each month. An employee's standing on the posted

seniority list will be final unless protested in writing to his or her Captain not later than thirty (30) calendar days after the list has been posted on the bulletin board.

Section 4. Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name, address or telephone number. All notices given under Section 5(d), below, by the Employer shall be by certified mail or personal deliver. The Employer shall be entitled to rely upon the last known address shown in the Employee's official records. Employees may be required to provide written acknowledgement of any communication from the Employer.

Section 5. The seniority of an employee shall be terminated and employment shall cease for any of the following reasons:

- (a) the employee quits or retires;
- (b) the employee is discharged under the terms of this Agreement;
- (c) the employee is absent from work without advising the Employer and giving reasons acceptable to the Employer for such absence;
- (d) the employee fails, within five (5) working days after receipt of the Employee's notice of recall, to report to work as required by the notice;
- (e) the employee overstays a leave of absence or a vacation without an acceptable excuse given the nature of the Employer's operations;
- (f) the employee gives a false reason for obtaining a leave of absence, or engages in other employment during such leave;
- (g) a settlement with an employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;

- (h) the employee is laid off for a continuous period of one (1) year or the length of his/her seniority, whichever is less;
- (i) the employee has falsified or misrepresented information on his/her application for employment or as otherwise supplied to the Employer or the Government;
- (j) the employee is convicted of a criminal offense;
- (k) the employee commits a serious breach of security;
- (l) the employee is insubordinate;
- (m) the employee breaches the Employer's or the Government's Code/Standards of Conduct;
- (n) the employee fails to establish that he or she satisfies the weapon and medical standard requirements of the DHS, as mandated by the DHS, to continue to work under the contract as a security guard;
- (o) the employee's credentials to work under the DHS Contract are suspended or terminated by the DHS, or the employee is otherwise asked to be removed from working under the DHS Contract; or
- (p) the employee improperly initiates discussion of workplace issues with the Government, including, but not limited to, any issue that could be the subject of a grievance under this Agreement. If the Government initiates any discussions with the employee, the employee shall notify his/her immediate supervisor.

Section 6. Supervisors and other non-bargaining unit personnel who have held said non-bargaining unit positions, and who are subsequently transferred to the

bargaining unit, shall be credited with all seniority for time served without interruption from their last date of hire by the Employer (or predecessor contractor), for benefit purposes only.

Section 7. The Union and its members recognize that it is not possible to guarantee post assignments under the DHS Contract that are permanent in nature. The Employer, however, will endeavor to maintain the same officer at an assigned post, on a regular basis, and will fill vacancies, when possible, by the seniority bidding system, provided the employee meets the qualifications for the vacant post, as determined by the Employer and/or the DHS, and further provided that personnel assignments remain subject to DHS approval. It is the utmost priority of the Employer to meet the terms and conditions of the DHS Contract. To that end, the employer retains the right to assign employees to posts that will accomplish this vital priority.

ARTICLE IV – TRANSFERS, LAYOFF AND RECALL

Section 1. Whenever it is necessary to layoff employees at any post, or in the event the DHS Contract for providing security services to the DHS is terminated, not extended or not renewed, in whole or in part, the Employer may layoff regular part-time and/or full-time employees, as it deems necessary, in the following manner within each classification (i.e. armed security guards and unarmed security guards).

Section 2. Full-time employees – When full-time positions are being reduced:

- (a) probationary full-time employees working in the area at which the reduction is to be made shall be laid off first;
- (b) should it be necessary to further reduce the full-time work force, non probationary armed and unarmed security guards shall then be laid off

in the inverse order of their seniority based upon their job classification. Any full-time armed or unarmed security guard being displaced under this provision who has more seniority than the least senior part-time employee, at his/her discretion, and thereby the least senior part-time employee will be laid-off; and

- (c) should it be necessary to further reduce the full-time workforce, shall be then laid off in the inverse order of their seniority. Any full-time officer being displaced under this provision, who has less seniority than the least senior full-time unarmed security guard, may bump that full-time employee, at his/her discretion, and thereby the least senior full-time unarmed security guard will be laid off.

Section 3. Laid-off employees are not eligible for any compensation or benefits from the Employer (other than unemployment compensation) during their periods of layoff.

Section 4. Laid-off employees will be recalled in accordance with this Agreement to available positions within the unit before new employees are hired and before vacancies are filled in accordance with Article VII of this Agreement.

- (a) Laid off employees may accept or decline recalls to openings at posts other than the one from which they were laid off.
- (b) Laid off employees may accept or decline recalls to openings at their prior post if the opening is to a different position (i.e. full-time v. part-time) than that which they held at the time of layoff. Similarly, laid-off armed security guards may accept or decline recalls to openings at

their prior posts as unarmed guards. An employee accepting a recall under this provision shall be given the opportunity to transfer to a subsequently available position in his or her former classification or position before a less senior employee is assigned to that position.

- (c) Laid-off employees declining recalls to positions of the type of position and classification which they held at the time of layoff, will be deemed to be voluntary terminations of employment.

Section 5. Employees who have been laid off, or who bump or are transferred to another post covered by this Agreement in lieu of layoff by reason of a reduction in the work force, or who bump to a different position or classification (i.e. full-time v. part-time armed security guard, and armed guard to unarmed guard) as a result of being displaced in accordance with this Article, will be recalled to work in the reverse order in which they were laid off or transferred. Should an employee be transferred to another position covered by this Agreement in lieu of layoff by reason of a reduction in work force, said employee shall receive the rate of pay applicable to the position to which he/she transferred.

ARTICLE V – GRIEVANCE PROCEDURE

Section 1. For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a non-probationary employee. No probationary employee, or group of employees, or the Union may file a grievance on behalf of a probationary employee. The term “days” as used in this

Article shall not include Saturday, Sunday and holidays (as observed under this Agreement).

Section 2. The number of days provided for in the presentation and processing of grievance in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may, however, be extended by written mutual agreement. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. In the case of a grievance with respect to schedule assignment or vacation assignment, the time limits for Employer responses shall be expedited to the extent reasonably necessary so that the grievance can be processed to the highest level reasonably possible before commencement of the disputed assignment. No grievance may be filed or processed based upon facts or events which have occurred more than ten (10) working days before the grievance is reduced to writing.

Section 3. All grievances shall be presented and processed in accordance with the following procedure:

- (a) *Step One* – Any employee or group having a grievance, shall reduce the grievance to writing and present the grievance to the Area Captain within ten (10) working days from the date the event giving rise to the grievance occurs. The written grievance shall be signed by the grieving employee (or, in the case of a group of aggrieved employees, by one or more of such employees) and shall set forth the nature of the

grievance and the adjustment sought if known. The grievance must be countersigned by the Supervisor acknowledging his/her receipt of the grievance. The employee, the Union representative and the employee's Supervisor shall meet to discuss the grievance. The Supervisor shall give a written decision to the grievant within ten (10) working days after receipt of the grievance. A grievance that is not in strict compliance with this Step One will be deemed ineffective and shall not provide the basis for a charge filed with any Federal, State or local Government Agency, including, without limitation, the Nation Labor Relations Board.

- (b) *Step two* – If the grievance is not resolved at Step One, the grieving employee must, by written notice, refer the grievance to the Union and to the Contract Manager within ten (10) working days after the completion of Step One. The notice must be countersigned by the Contract Manager acknowledging his/her receipt of the grievance. The Contract Manager (or his/her designee) may meet with the grievant and the Union representative to discuss the grievance. The Contract Manager shall give a written decision to the grievant within ten (10) working days after receipt of the grievance.
- (c) *Step Three* – Except as limited below, any grievance arising during the term of this Agreement not resolved at Step Two must be submitted to arbitration by submitting a written request therefore to the other party within twenty (20) days after the completion of Step Two. Service of

a request for arbitration upon the Employer must be made upon the Corporate Human Resource, Director or designee

- (i) No individual grievant may move a grievance to Step Three.
- (ii) No grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the DHS Contract, or the Employer's adherence to a request of the DHS shall be processed to Step Three since those matters are not arbitrable.
- (iii) Following the written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twenty (20) days after the date of the receipt of the request for arbitration, the Union shall immediately submit the matter to the Chicago office of the Federal Mediation and Conciliation Service. The arbitrator will then be selected, and the arbitration shall be conducted, in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- (iv) The arbitrator's fee and expenses equally in all cases, including the cost of any hearing room and/or transcript shall be equally shared by the parties. The expenses and compensation of any witness shall be paid by the party calling such witness or requesting such participant. Any other expenses shall be borne by the party incurring such expenses.

- (v) The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate; (c) construe this Agreement to limit Management's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply the Service Contract Act and implications of Wage determinations as well as any other legal obligation referred to in this Agreement; or (e) consider any matter or substitute his/her judgment for that of the Government's regarding a determination or request of the FPS, the contracting officer or other official of the Government.
- (vi) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the employee or employees involved and on the Employer. Any award of back compensation shall not predate the date of the occurrence and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages.

ARTICLE VI – DISCIPLINE

Section 1. No employee, after completion of his or her probationary period, shall be disciplined without just cause. It is agreed by the parties that in instances when the employee is removed from working under the DHS Contract by the DHS, the employee's authority to work as a security guard under the DHS Contract is otherwise denied or terminated by the DHS, or the Employee no longer satisfies the DHS's qualifications for his or her position, the Employee may be terminated without recourse to the procedures under this Agreement and the Company shall be held harmless from any lawsuits resulting by the employee or Union.

Section 2 Among the actions which may, as deemed, appropriate by the Employer, result in and establish cause for discipline (including immediate dismissal) shall include, but shall not be limited to: abuse of authority; neglect of duties; breach of security; breach of the chain of command, except to the extent reasonably necessary to comply with the orders or accommodating the needs of the DHS and its tenants; conduct which impugns or disparages the DHS or its agents, or the Employer or its agents, to the Government or other third parties, except when such conduct is privileged under the specific law; inappropriate conduct directed at or involving Government employees, members of the public or contractor employees at or near the federal facilities, or while in uniform; violation of the Code/Standards of Conduct; dishonesty, misappropriation of funds, theft, assault, intoxication or drinking on duty, or illegal use or possession of drugs and narcotics; immoral conduct; fighting; breach of building rules or regulation; sleeping while on duty; destruction of property; or criminal misconduct.

Section 3. The Employer recognizes the principals of progressive discipline. Accordingly, the Employer will consider utilizing progressive steps (e.g., reprimands or warnings, followed by suspension, followed by termination), as it deems appropriate considering the circumstances. Therefore, nothing herein shall require the Employer to begin the disciplinary process at any particular level, and that the Employer's right to determine that immediate termination is appropriate in certain situations is therefore not limited by this provision.

ARTICLE VII – JOB OPPORTUNITIES

Section 1. If a vacancy occurs in a regular position covered by this Agreement, the employer will consider all applications for the open position, including transfer requests from employees received by the Employer within the thirty (30) days immediately preceding the creation of the vacancy. The Employer will fill the position as it deems to be in the best interest of its operations and the needs and approval of the Government. Preference will be granted to employees with seniority applying for the position. The above pertains to voluntary transfers only, should the employee require state license, in order to transfer the cost shall be born by the employee.

Section 2. In the interest of maintaining continuing operations, the Employer may temporarily assign an employee to a vacant or new position until the job is filled according to this Article.

ARTICLE VIII – HOURS OF WORK AND OVERTIME

Section 1. For the purposes of this Article, a normally scheduled weekly tour of (40) hours of service, excluding any scheduled unpaid meal periods, shall constitute a normal workweek for full-time employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the DHS. Nothing contained herein shall guarantee to any employee any number of hours of work per day or week.

Section 2. An overtime rate of time and one-half (1/2) of an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a workweek.

Section 3. Overtime or premium pay shall not be pyramided, compounded or paid twice for the same hours worked.

Section 4. If requested to work overtime (i.e., over forty (40) hours in a workweek), or beyond the hours normally scheduled for the employee on a particular day, the employee shall be required to do so unless the employee is excused for good cause. Seniority will be considered in the assignment of overtime or extra hours. Overtime will be distributed as equitably as practicable among employees regularly assigned to the particular work location. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work.

Section 5. The Employer, subject to Government approval, shall determine hours of work for part-time employees to insure the orderly and efficient operation of security services. Failure to accept assignments when not excused by the supervisor shall be grounds for discipline up to and including discharge.

Section 6. Each employee may be required to maintain time records as required by the Employer. Employees may be required to obtain permission before leaving the premise for break periods.

Section 7. The Employer will use its best efforts to provide sufficient relief to enable each employee to take all paid and unpaid breaks as scheduled.

ARTICLE IX – WAGES

See Appendix “A” of this agreement for wage schedule

ARTICLE X – HOLIDAYS

Section 1. Full-time non-probationary employees will receive the following 13 holidays: New Years Day, Martin Luther King, Jr. Day, Presidents’ Day, Good Friday, Memorial day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Eve and Christmas Day. Each non-probationary employee’s birthday shall also be deemed a holiday for that employee. Each employee shall provide 14 days notice to take his or her birthday.

Section 2. A full-time non probationary employee who is not required to work on a holiday shall be paid eight (8) hours at his or her base hourly straight time wage rate, exclusive of any shift, overtime, or benefit allowance payments. To the extent permitted by applicable law, the employee will be paid holiday pay only if:

- (a) The employee works as scheduled or assigned both on his/her last scheduled work day prior to and his/her first scheduled work day after the day on which the holiday is observed, and

(b) The employee is not laid off or on leave of absence.

Section 3. Effective October 1, 2008, any full-time non-probationary employee who works as scheduled on any holiday shall receive regular wages for all hours worked and, in addition, shall receive eight (8) hours holiday pay providing the employee meets the requirements of Section 2, above. Notwithstanding the foregoing, no employee will be paid the Holiday Premium Pay Rate for any hours worked which are also subject to the payment of overtime.

Section 4. An employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay.

Section 5. Effective October 1, 2008, any non-probationary regular part-time employee who works as scheduled on any holiday shall receive the regular wages: for all hours worked plus prorated holiday pay based on the number of hours paid to the employee during the pay period including the holiday divided by eighty (80), up to eight (8) hours. Holiday pay for regular part-time non-probationary employees who do not work on a holiday and who meet the eligibility requirements set out in Section 2, above, shall be paid only pro-ration of the fulltime benefit based on the number of hours paid to the employee during the pay period including the holiday divided by eighty (80), up to eight (8) hours.

Section 6. Employees who want to work the holiday, and are not scheduled to work, will submit requests two weeks in advance and seniority will be considered in determining assignments.

ARTICLE XI – PAID PERSONAL TIME/BEREAVEMENT LEAVE

Personal Time

Section 1. For full-time non-probationary employees, paid personal time shall be as follows: Non-probationary Full-time employees shall earn up to eight (8) days of personal time per full government contract year. All eight (8) days shall become available on October 1 of each year of the contract. Any unused portion of these eight (8) personal days will be cashed out within 30 days of the anniversary date.

If a full-time non-probationary employee uses no personal days during the full government contract year, then said non-probationary employee shall earn one (1) additional personal day.

For part-time non probationary employees (defined as those employees regularly scheduled to work more than 20 hours and under 32 hours per week) are entitled to half (4 days) the full time benefit listed above. These days will be shall become available on October 1 of each year of the contract. Any unused portion of these personal days will be cashed out within 30 days of the anniversary date

Section 2. Personal time off must be approved by the employee's immediate supervisor, shall be paid when taken and shall be taken in no less than four (4) hour increments.

Section 3. Any employee who is unable to report work because of sickness shall notify the employer at least two (2) hours prior to the beginning of his/her regular shift.

Section 4. Earned then used personal time will be paid to each employee at the employee's base hourly rate of pay at the time earned.

Section 5. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours Employee worked during that year based on hire date anniversary. If the Employee has used more personal days upon termination than he/she earned based upon time worked on the contract, the amount of the overage will be deducted from the Employee's final paycheck.

Bereavement Leave

Section 6. Non-probationary armed guards shall also be eligible for up to (3) days of paid bereavement leave per full Government contract year (which begins on October 1) for purposes of attending, on a day normally scheduled to work, the funeral of a parent, parent-in-law, spouse, child, sibling or sibling-in-law. Non-probationary unarmed guards are eligible for up to one (1) such bereavement day per full Government contract year. The Employer may require proof of funeral attendance. The employee must provide where possible his/her immediate supervisor with at least twenty-four (24) hours prior written notice, whenever possible, of the need for bereavement leave in order to be paid this benefit. Bereavement days shall not be cumulative, nor shall they be payable if not used. Part-time non-probationary employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose. Regardless, this benefit shall be paid based upon the base hourly straight time wage rate of the respective employee.

ARTICLE XII – VACATIONS

Section 1. Non-probationary full-time employees shall be entitled to annual vacation pay, based on their continuous years of service in Federal FPS-contracted

security with the Employer (and its predecessor contractors) and their base hourly wage at the time payment is made, in accordance with the following schedule effective 10/1/08:

Upon completion of 1 year of service	80 hours
Upon completion of 5 years of service	120 hours
Upon completion of 10 years of service	200 hours
Upon completion of 15 years of service	240 hours

Section 2. Non-probationary part-time employees shall be entitled to vacation pay as set forth above, but on a prorated basis as calculated by the percentage of non-overtime hours worked the prior year as compared to 2080 hours.

Section 3. Each employee who qualifies for a vacation in accordance with the provisions of this Article shall notify the Employer in writing after March 1 and before April 1st of each year of his or her vacation bid. The employee will provide a first and second choice for desired vacation periods, if any. The employee's Supervisor will approve vacation schedules based on the seniority of an employee; provided, however, that the final allocation of vacation periods shall rest exclusively with the Employer in order to insure orderly allocation of vacation to insure orderly and efficient operations. Seniority will have preference in vacation scheduling during the bidding period.

NOTE: Employees with more seniority may not bump another employee out of an approved vacation.

Section 4. Upon written request schedules will be posted within thirty (30) days.

Section 5. Vacation pay, earned but not used during the anniversary year, shall be cashed out within thirty (30) days of the employee's anniversary date of employment.

Section 6. Vacation time shall not be cumulative from one year to the next.

Section 7. Length of service with the Employer shall not accrue for purpose of vacation benefits only, while an employee is on a leave of absence.

ARTICLE XIII – HEALTH AND WELFARE/ RETIREMENT/UNIFORM ALLOWANCES

See Appendix “A” of this agreement for schedule for these Allowances.

ARTICLE XIV – LEAVES OF ABSENCE

Section 1. Personal leaves of absences not to exceed thirty (30) calendar days may be granted at the sole discretion of the Employer without loss of seniority to non-probationary employees.

Section 2. A non-probationary employee may be granted a medical leave of absence for a specified period not to exceed twelve (12) weeks, provided the applicable disability is made known to the Employer in accordance with the provisions of this Article, is supported by a doctors certificate showing the nature of the illness and the estimated length of time the employee will be unable to perform his/her job. During such leave, the employee shall be required to furnish a similar report from a doctor when requested periodically by the Employer. Upon the expiration of said leave, the employee shall furnish the Employer with a statement signed by a physician, which establishes the fitness of the employee to return to the employee’s job. Should the Employer have reason to doubt the fitness of the employee to return to the employee’s job, the Employer may, at its own expense, require the employee to pass a physical examination to the

satisfaction of a physician appointed by the Employer prior to the employee's return to work.

Section 3. To the extent a specific leave under this Agreement may be deemed to be one covered by a governing state or federal law regulating such leaves, this Article will be construed and applied in a manner consistent with such requirements with the Employer retaining all right allowed to it under such laws. Employees may be required to exhaust paid leaves, as allowed by law, in such instances.

Section 4. An employee shall be granted a Military Leave of Absence, as required under the Federal Law, for the time spent in full-time active duty in the Armed Forces of the United State. The period of such leave, and reinstatement upon the expiration of such leave, shall be determined in accordance with applicable Federal Laws in effect at the time of such leave.

Section 5. A leave of absence shall be processed in the following manner

- (a) Any request for a leave of absence shall be submitted in writing at least ten (10) calendar days prior to the date such leave shall take effect, except in case of emergency, and shall include:
 - (i) the reasons for such leave;
 - (ii) the effective date of such leave; and
 - (iii) the estimated date of return to work.
- (b) The written request for a leave of absence shall be submitted to the employee's Captain for final disposition.
- (c) If the request for a leave of absence is approved, a copy of the approved leave of absence will be given to the employee involved.

Section 6. All leaves of absences shall be subject to the following general provisions except to the extent otherwise required by applicable state or Federal law:

- (a) Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article III of this Agreement;
- (b) Any employee who receives a leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision;
- (c) Such leaves shall be without payroll compensations or benefits; and
- (d) Leaves covered by the Family and Medical Leave Act ("FMLA") for employees eligible for said leaves, shall be administered in a manner consistent with said Act, as determined by the Employer, and the Employer may require the employee to use accrued vacation and personal days, and other leave benefits under this Agreement, concurrent with the leaves granted under the FMLA, as allowed by the act. Action taken by the Employer to comply with the FMLA shall not constitute a grievance nor give rise to a claim that this Agreement has been violated.

Section 7. Upon 14 days written request, one employee who becomes a duly elected or appointed Union official shall be granted a leave of absence, without pay, not to exceed ten (10) days in any calendar year, to attend Union conventions or conferences.

ARTICLE XV – GENERAL PROVISIONS

Section 1. The Union and the Employer will comply with all applicable laws prohibiting discrimination on the basis of race, color, national origin, sex, religion, age, handicap or disability, union membership, or legally protected classification.

Section 2. Neither Union officials nor Union members shall, during working time (excluding break or lunch periods), solicit membership, receive applications, hold meetings of any kind of the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.

Section 3. Employees who are tardy shall be docked for time missed rounded to the nearest six (6) minute increment. All incidents of tardiness, whether docked or not, shall provide a basis for disciplinary action.

Section 4. The Employer shall pay for all physical/medical/psychological examinations that are required by the Employer at Employer designated clinic(s) or physicians. To the extent the Employer allows the employee to choose the clinic or physician in lieu of going to an Employer designated provider, the Employer will provide an allowance to the employee of fifty (\$50.00) dollars per examination. Physical/medical/psychological exams may be required by operation of the DHS Contract or should the Employer have concerns regarding an employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion.

Section 5. The Employer shall reimburse employees for all required and approved travel expenses as required by and reimbursable under the DHS Contract and within 2 pay periods of the company receipts of the written reimbursement request.

Section 6. Employees shall not use Government or Company telephones for personal or unauthorized purposes. To the extent possible and feasible, and in accordance with local procedures, personal messages (name and number) of calls received in the office for employees will normally be taken. If a call for an employee appears to be an emergency, the employee will be notified as soon as practicable.

Section 7. The Employer will provide the Union with a list of employees who are required, under the DHS Contract to undergo weapons proficiency testing during the thirty (30) day period after the date of the list.

Section 8. Should any employee be required to attend court under subpoena due to job related duties, the employee will be paid for the time spent in Court. Should the affected employee elect to return to their job location that same day, either before or after the court appearance, the company will schedule them to work for the hours remaining up to the length of their normally scheduled shift.

ARTICLE XVI – STRIKES

Section 1. So long as this Agreement is in effect, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer, the Union shall take the necessary steps to avert or bring

such activity to a prompt termination. The Employer will not engage in any lockout during the term of this Agreement.

Section 2. Any employee who violates the proscriptions of this provision will be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

ARTICLE XVII – UNION SECURITY

Section 1. The Union agrees that it will accept into membership any bargaining unit employee who may be required or eligible to be a member of the Union, without discrimination, and that it will not attach, as a prerequisite of such membership, any condition more burdensome than the conditions applicable to present members of the Union.

Section 2. An employee who is not a member of the Union at the time this agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this agreement or within ten (10) days after the thirtieth (following employment, whichever is later as a condition of continued employment 30th) day, and shall remain a member of the union to the extent of paying an initiation fee and the membership dues uniformly required as condition of acquiring or retaining membership in the Union for the duration of this agreement.

Section 3. Employees meet the requirement of being members of the union, within the meaning of this article, by tendering the periodic dues and the initiation fee

uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fee and dues as defined by the US Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communication Workers of America*, 487 U.S. 735 (1988).

Section 4. (a) In the event the Union requests the discharge of an officer for failure to comply with the provisions of this article, it shall serve written notice on the Employer requesting the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date the Union will notify the Employer that the officer and the Employer will not be required to discharge that employee.

Section 5 (a) The Employer agrees to deduct initiation fees and Union dues for proportionate share payments (dues/etc) from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction cards as exemplified in appendix. Such deduction shall be made from the first paycheck of each month, or the first pay received in that month in which the officer has sufficient net earning to cover the Union Membership dues or payments.

(b). Deduction authorizations shall be in writing, signed by the employee, in a form supplied by the Union.

(c). Any deduction authorization shall be revocable by the employee as of the earlier of any anniversary date of the employee's execution of the authorization, or as of the expiration date of this Agreement or any successor agreement. To be effective, any revocation shall be in writing, signed by the employee, sent to the Employer by registered

mail, and received by the Employer not earlier than 15 days before, nor later than 15 days after, the anniversary date of expiration date as of which the authorization is being revoked. The Employer will promptly inform SPFPA of the receipt of any notice of revocation and the date on which such notice as received by the Employer.

Section 6. The Employer agrees to remit any deductions to Secretary/Treasurer of the International Union within 15 days of the first regular pay date of each month, along with a summary sheet including the names, and local union number of officer and amount of dues deducted from each. The Employer agrees to send to the Union each month, the names, addresses, telephone numbers and dates of hire of all new bargaining unit employees covered by this Agreement and the names and dates of termination or transfer of all bargaining unit employees previously covered by this Agreement whose employment has terminated or who have been transferred to non-bargaining unit positions. Upon request, the Employer shall send the Union a complete list of employees covered by this Agreement, showing the names, addresses and telephone numbers of the employees.

Section 7. The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

Section 8. (a). Anything herein to the contrary notwithstanding, an employee shall not be required to pay money to the union, or to become a member of, or continue membership in , the union as a condition of employment, if employed in any state, in a

location other than a enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

(b). If any provisions of this Article is determined to be invalid under the law of any state in which employees covered by this Agreement are employed, the remaining provision of this Article shall remain in full force and effect to the extent reasonably practicable and the affected provision shall be modified to comply with the requirements of the applicable state law or shall be re-negotiated for the purpose of adequate replacement.

Section 9. The union agrees to defend and hold the Employer harmless from any and all claims, actions, suits, damages, awards or costs, including reasonable attorneys fees, incurred by the Employer, on account of any matter relating to the terms of this Article, including but not limited to any claims by any employee(s), including but not limited to claims over deductions (which, if determined to have been improperly made, the Union will reimburse the Employer or the employee, as appropriate as well as in compliance with law). This Section 7 shall survive the expiration or termination of this Agreement, but this provision shall not be the basis for any inference as to whether any other provision of this Agreement survives or does not survive expiration of the Agreement.

ARTICLE XVIII – DRUG TESTING

Section 1. The Employer may, from time to time, (a) randomly test any bargaining unit employee, **(b)** test any bargaining unit employee based upon the DHS's

or the Employer's reasonable suspicion, or (c) test any bargaining unit employee as allowed under any applicable federal, state or local law for the use of illegal drugs. Such testing will be in accordance with The Mandatory Guidelines for Federal Workplace Drug Testing Programs, initially published by the United States department of Health and Human Services, as amended from time to time and in conformance with applicable state laws, if any. There shall be no discrimination against bargaining unit employees and such testing will be conducted by the Employer under a program and procedures of uniform applicability to all the bargaining unit employees.

Section 2. If the results of the drug test, after compliance with The Mandatory Guidelines for Federal Workplace Drug Testing Programs, are positive for illegal drugs, the Employer may immediately terminate the employee without recourse by the employee of the Union to the grievance procedures in Article V of this Agreement and without any other recourse by the Union of the employee against the Employer.

ARTICLE XIX – GOVERNMENT SUPREMACY

Section 1. The parties recognize that they are providing a service to the United States Government. Therefore, the administration of the terms of this Agreement is subject to the wishes of the Government. The FPS may supersede any understating regarding assignments, hours, shifts, credentials, qualifications, etc., as the FPS deems to be in the interest of the Government.

Section 2. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, assignments, work rules, drug testing, etc.), or with the

requirements of the Service Contract Act, the Employer will be permitted to adhere to those requirements without recourse by the Union or any employee.

ARTICLE XX – PARTIAL INVALIDITY

Section 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

ARTICLE XXI – WAIVER, ENTIRE AGREEMENT AND AMENDMENTS

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2. This Agreement constitutes the full and complete agreement between the Employer and he Union, it being understood that nothing shall be implied as

being binding on the parties hereto except to the extent expressly set forth in this Agreement.

Section 3. This Agreement can only be modified by the express, written and signed agreement of the parties.

ARTICLE XXII - TERMINATION

Section 1. This Agreement shall be effective on October 1, 2008, and shall remain in full force and effect until 11.59 p.m. on September 30, 2011, and thereafter for successive periods of one (1) year, unless either party, prior to the first day of October, of that year serves a written notice on the party of a desire to terminate this Agreement upon the upcoming applicable expiration date. Notwithstanding the foregoing, this Agreement shall not become effective unless it is signed by the parties hereto and ratified by the Union membership. There shall be a wage and health insurance re-opener only with notice by either party to the other at least ninety (90) days prior to the first day of October, of that year.

Section 2. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the FPS of its relationship with the Employer to provide security services as described in Article I of this Agreement. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

Appendix A-Local 202 Indiana

Addendum to Collective Bargaining Agreement between SPFPA and Akal Security, Inc

2008 - 2011

Whereas, Akal Security, Inc (hereinafter referred to as “the Company”) and the International Union Security, Police, and Fire Professionals of America (SPFPA) Local 202 (hereinafter referred to as “the Union”) entered into an Agreement effective.

Whereas, the Union has been duly designated by the Company’s non-supervisory employees working at the all full-time and regular part-time security guards assigned to the 4 State Contract, Department Homeland Security, for the provisions of security services at said facilities, but excluding all managers, supervisors, assistant supervisors, sergeants, lieutenants, captains, office and/or clerical employees, temporarily assigned employees, substitute employees and all other employees of the Employer.

Whereas, the aforementioned Agreement provides for the Company and the Union to negotiate wages and fringe benefits for each facility covered thereby and to enter in to an Addendum setting forth those economic terms.

Note: All economic provisions and wages currently in effect for employees covered by this agreement per the terms of the 2005-2008 Agreement remain in effect until 09/30/08.

Now therefore, it is hereby agreed as follows:

WAGES

The Employer agrees to pay employees covered by this agreement at the following rates per hour effective 10/1/08:

For employee's working in: Monroe, Laporte, Elkhart, Lake, St Joseph and Spencer Counties:

Effective 10/1/08	\$17.75
Effective 10/1/09	**
Effective 10/1/10	**

For employee's working in: Porter, Montgomery, Tippecanoe, Madison, Bartholomew, Marion, Delaware, Grant, Wayne and Vigo Counties:

Effective 10/1/08	\$18.37
Effective 10/1/09	**
Effective 10/1/10	**

For employee's working in: Jefferson, Floyd, Porter and Knox Counties:

Effective 10/1/08	\$17.05
Effective 10/1/09	**
Effective 10/1/10	**

For employee's working in: Vanderburgh, De Kalb, Allen, and Howard Counties:

Effective 10/1/08	\$16.28
Effective 10/1/09	**
Effective 10/1/10	**

** The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Arbitration article of this agreement. All provisions of this Agreement

shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this agreement.

HEALTH & WELFARE/ RETIREMENT/UNIFORM ALLOWANCES

Currently, all Health and Welfare monies are directed to a Union sponsored 401K plan. Effective October 1, 2005, all contributions will be paid in cash to employee rather than into the 401K plan.

The Employer will make Health and Welfare Allowance payments to non-probationary employees for each hour paid up to forty (40) hours per week, not to exceed 2,080 hours per year.

Effective 10/1/08	\$3.30 per regular hour paid up to 40 hours per week
Effective 10/1/09	** per regular hour paid up to 40 hours per week
Effective 10/1/10	** per regular hour paid up to 40 hours per week

** The parties agree that either party may reopen negotiations for amendments to Appendix "A" Health & Welfare Allowance at any time after May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Arbitration article of this agreement. All provisions of this Agreement shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this agreement.

Pension:

The Employer will make Retirement Allowance payments in cash to non-probationary employees, at the rate of \$0.80 per hour, for each hour worked, up to forty (40) hours per week, not to exceed 2,080 hours per year; and see appendix "A" for applicable rate.

Uniform Allowance:

The Employer will make Uniform Allowance payments to non-probationary employees at the rate of \$0.30 per hour, for each hour worked up to forty (40) hours per week, not exceed 2,080 hours per year.

Other Benefits:

The Employer may, with the approval of the Union, offer employees the opportunity to participate in other fringe benefit programs generally made available to other employees of the Company as said programs may be in effect from time to time, at the Employer's discretion, including cafeteria plans, payroll deduction plans, insurance plans, etc.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year indicated below.

**SECURITY POLICE FIRE
PROFESSIONALS OF AMERICA
AMALGAMATED LOCAL 202**

(b)(6)

**Dwight E. Duley, International Vice
President at Large**

8/22/08

Date

(b)(6)

**Mark Crawford, Vice President,
Region 4**

8/22/08

Date

Representative Local 202

Date

Akal Security, Inc

(b)(6)

Janet Crum, Vice President, Human Resources

8/22/08

Date

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

HSCEC5-09-A-0003

CONTRACT ID CODE

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1 2

2. AMENDMENT/MODIFICATION NO. 000001	3. EFFECTIVE DATE 09/30/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 1901 North Highway 360, Ste. 500 Grand Prairie TX 75050-1412	CODE ICE/FPS/CENTR/R5	7. ADMINISTERED BY (If other than Item 6) ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 1901 North Highway 360, Ste. 500 Attn: Sally Arnold Grand Prairie TX 75050-1412	CODE ICE/FPS/CENTR/R5
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. HSCEC5-08-Q-00033	
		x 9B. DATED (SEE ITEM 11) 09/30/2008	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 11)	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to change the site visit date for Armed Guard Services, state of Indiana BPA. The site visit date is hereby changed
 FROM: Thursday, October 9, 2008
 TO: Tuesday, October 14, 2008.
 The time and location of the site visit remains unchanged.

LIST OF CHANGES:

Date of Site Visit

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED HSC5-09-A-00003
HSCEC5-08-Q-00033/000001

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PAGE OF

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>REMINDER: This solicitation is being sent electronically to all potential offerors. Number of pages may differ slightly depending on the printer characteristics utilized by the offeror. If an offeror believes that they are missing any information, it is the offeror's responsibility to notify the Contracting Officer accordingly.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 000002		3. EFFECTIVE DATE 10/27/2008		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE ICE/FPS/CENTR/R5		7. ADMINISTERED BY (If other than item 6) CODE ICE/FPS/CENTR/R5	
ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 1901 North Highway 360, Ste. 500 Grand Prairie TX 75050-1412		ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 1901 North Highway 360, Ste. 500 Attn: Sally Arnold Grand Prairie TX 75050-1412			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. HSCEC5-08-Q-00033		9B. DATED (SEE ITEM 11) 09/30/2008	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 11)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is extend the closing date of this solicitation.
 FROM: Thursday, October 30, 2008
 TO: Wednesday, November 19, 2008.
 Responses to contractor questions related to the site visit and all written clarification requests will be provided in Amendment 000003.

REMINDER: This solicitation is being sent electronically to all potential offerors. Number of pages may differ slightly depending on the printer characteristics utilized by the offeror. If an offeror believes that they are missing any information, it is the offeror's responsibility to notify the Contracting Officer accordingly.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 1	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
000003		11/13/2008			
6. ISSUED BY		CODE		5. PROJECT NO. (if applicable)	
ICE/FPS/CENTR/R5		ICE/FPS/CENTR/R5			
7. ADMINISTERED BY (if other than item 6)		CODE			
ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 1901 North Highway 360, Ste. 500 Grand Prairie TX 75050-1412		ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 1901 North Highway 360, Ste. 500 Attn: Khadijeh Abdullah Grand Prairie TX 75050-1412			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.			
		HSCEC5-08-Q-00033			
		x 9B. DATED (SEE ITEM 11)			
		09/30/2008			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		10B. DATED (SEE ITEM 11)			
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is extend the closing date of this solicitation.
 FROM: Wednesday, November 19, 2008
 TO: Wednesday, November 26, 2008.

REMINDER: This solicitation is being sent electronically to all potential offerors. Number of pages may differ slightly depending on the printer characteristics utilized by the offeror. If an offeror believes that they are missing any information, it is the offeror's responsibility to notify the Contracting Officer accordingly.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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Questions and Clarifications

Incumbent Information

1. Who is the incumbent contractor and how long have they performed on the current contract?

Answer: The current contractor is AKAL Security Inc. The original contract issue date was March 01, 2004.

2. Do the incumbent guards meet the requirements of this solicitation?

Answer: There have been no changes in personnel qualifications from the old to the new requirement. The incumbent guards performing under the current contract remain qualified and eligible to perform as evidenced by possession of a valid FPS certification card.

3. What is the current vendor billing rate?

Answer: Unit pricing information from the "Schedule of Prices" is releasable. Please contact the cognizant Contracting Officer for the schedule pricing information.

Sally Arnold

Federal Protective Service - CCG

1901 N. Hwy 360, Ste (b)(6)

Grand Prairie, TX 75050

Office Ph: (b)(6)

Work Cell (b)(6)

FAX: 817 649 7227

e:mail: (b)(6)

Personnel – General, Reserves and Relief

4. What is the current status of reserve force, the estimated % of reserve officers on this contract at the present time?

Answer: The current status complies with contract requirements. The Contractor is required to provide reserve officers in accordance with 10.3.C, which stated the following:

"This reserve force shall be of sufficient size to provide Temporary Additional and Emergency services. The Government typically recommends that the

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Contractor maintain a reserve force equivalent to at least 10% of the existing security guard force at any given time. However, this 10% pertains to Basic and TAS Service operations and is not inclusive of Emergency Guard Service staffing. Additional staffing percentages should be considered based on the maximum hours for Emergency Guard Services as indicated in the line items for these services."

5. What mechanism does the government have in place to allow the contractor to get reimbursed when the reserve force required exceeds 20%? Is there a minimum percentage required before a change to the contract can be requested?

Answer: The Requirements for a reserve force are spelled out in section 10.3 of the Statement of Work. The Contractor should factor the costs for maintaining a reserve security guard force into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

6. Can FPS provide which posts require relief and which posts are self relieving? Are roving posts self relieving?

Answer: Breaks and relief must be provided in accordance with Service Contract Act and Department of Labor guidelines. The method by which the contractor plans for and provides the required relief will not be determined by the Federal Protective Service. The offeror should provide a plan on how relief is going to be provided in their Management plan as part of their technical quote. Posts must be manned during the hours specified in Part 2, Exhibit 1.

7. Are roving supervisors identified in Exhibit 1 eligible to provide relief for security posts?

Answer: The contractor may use a supervisor to provide relief if the supervisor is fully qualified to serve as a guard. Posts must be manned during the hours specified in Part 2, Exhibit 1.

8. Are all breaks, (2) 15 minutes and (1) ½ hour lunch break, paid breaks?

Answer: Breaks and relief must be provided in accordance with Service Contract Act and Department of Labor guidelines. The method by which the contractor plans for and provides the required relief will not be determined by the Federal Protective Service.

9. Will the incoming contractor receive the following materials as specified in section 2.2 of the SOW to include the following:

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- List with the total number of incumbent employees and their names
- Applicable suitability and certification records for each incumbent employee
- Complete personnel records sufficient to allow the incumbent contractor to conduct interviews
- Training, medical, suitability and security records stated in paragraph SOW 19a, 1-17?

Answer: As these records are available to FPS, they will be provided to the company that is awarded the BPA.

10. What was the 2007 or 2008 rate of personnel turnover on the current contract?

Answer: Since that information is private to the incumbent contractor, it is not available to the Government, and therefore, cannot be provided to competing offerors. The Management Plan to be proposed by each offeror in their technical proposal for this solicitation can explain how they intend to mitigate such a potential problem for their own company.

11. Will FPS disclose any history of credential fraud among incumbent officers or prior contractors?

Answer: FPS does not intend to release this information.

12. How often is roll-call conducted?

Answer: Each Offeror must determine when and how it will conduct roll-call? The Federal Protective Service intends to inspect services to assure that they are performed in accordance with contractual requirements.

Personnel – Training and Qualification

13. Will guards that have qualified with other weapons have to qualify with the new .40 Caliber semi-automatic?

Answer: Yes, in accordance with the approved transition plan.

14. Is the 40 hours of weapons training requirement intended to be familiarization training performed by all employees, with the new .40 Caliber semi-automatic weapons, before the startup? If no, than what does FPS consider to be an acceptable amount of time to familiarize guards with new weapons?

Answer: The Government is not requiring that the Contractor start up with semi-automatic weapons at start of performance for a new BPA on October 1, 2008. This is the reason that we specifically asked for a phase-in plan (away

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from the currently used 38 revolvers) as part of the Management plan in the technical proposal. Each offeror will propose how they intend to make this change to new weapons, and over what period of time.

15. Please clarify if the initial firearms training are 40 hours plus whatever additional time is needed to qualify the guard.

Answer: The Contractor is responsible for providing forty (40) hours of weapons training prior to sending the Contract employees to a firing range for the initial range qualification test session. Of the forty hours, twenty-four (24) hours will be actual training/shooting time on a firing range.

16. Will suitability applications have to be submitted within 10 days of contract award for all security guards including incumbent security guards that have had suitability clearances processed in the last 12 months?

Answer: RFP clear on what should be submitted - see phase-in requirements. With respect to incumbents – see 17.4.1 For employees cleared through this process while employed under a predecessor contract (providing the same services), the suitability determination made under the previous contract will carry over to the new contract. However, the Contractor will be required to submit new suitability applications once the security guards' current suitability clearances expire.

17. Please confirm that OC spray and OC training are not required for this contract?

Answer: FPS does not require OC spray and OC training. However, FPS will not speak to the state or local government requirements, which must be followed.

18. Will FPS ranges be made available to the contractor for weapons training and qualification? If so, in which Indiana cities will they be made available?

Answer: No

19. What percentage of the current guard force requires training to meet suitability requirements?

Answer: The guards working FPS posts meet suitability requirements. FPS only requires contractor guards that work its posts to meet suitability requirements, and it cannot attest to the qualification or suitability of guards that work non-FPS posts. FPS completes suitability clearances, and inspects credentials of guards working on its posts, but does not manage or oversee the contractor's workforce.

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20. Do all of the current security officers meet the contract requirements for weapons and basics/refresher training?

Answer: All guard currently working FPS posts meet the FPS training requirements specified under the current contract. FPS completes suitability clearances, and inspects credentials of guards working on its posts, but does not manage or oversee the contractor's workforce.

21. Has any independent authority verified that incumbent training credentials (baton, handcuff, first aid, DPR, AED, firearms) have not been purchased in lieu of training and that required training was actually performed to contract specifications?

Answer: FPS inspects the current contract, and has not had an independent authority inspect credentials or other contract requirements. FPS cannot attest to the contractor's efforts to assure proper credentials.

22. Approximately what percentage of the incumbent workforce has .40 caliber certification cards?

Answer: Guards working posts on the current contract are required to be certified with .38 caliber weapons, not .40 caliber weapons, and therefore, FPS has not inspected for .40 caliber certification cards and cannot attest to how many guards have them.

23. Approximately what percentage of the current workforce that requires X-Ray/Magnetometer training has completed training?

Answer: The guards working FPS posts meet contract training requirements. FPS only requires contractor guards that work its posts to meet training requirements, and it cannot attest to the qualification or suitability of all the incumbent's guard personnel, since some of personnel may work non-FPS posts. FPS completes suitability clearances, and inspects credentials of guards working on its posts, but does not manage or oversee the contractors' workforce.

24. Approximately what percentage of the current workforce has valid GSA, First Aid, and CPR cards?

Answer: The guards working FPS posts meet contract training requirements. FPS only requires contractor guards that work its posts to meet training requirements, and it cannot attest to the qualification or suitability of all the incumbent's guard personnel, since some of personnel may work non-FPS posts. FPS completes suitability clearances, and inspects credentials of guards working on its posts, but does not manage or oversee the contractors' workforce.

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25. How many new (non-incumbent) security officers must be recruited, trained, and certified during the transition, how many total personnel are currently working on this contract?

Answer: The number of security officers that must be recruited, trained and certified during the transition period, depends on numerous factors, most of which are outside FPS's control. The specific number of personnel that are working on the incumbent contract is not known by FPS. FPS completes suitability clearances, and inspects credentials of guards working on its posts, but does not manage or oversee the contractors' workforce.

Supervision

26. Does the SOW's requirement for an unbillable supervisory plan extend only to roving supervisory posts? Or, does FPS expect that all supervision even post specific supervision that has historically been billed to FPS's clients, be included as part of the overhead supervisory plan?

Answer: Offerors should address supervision in their technical quotes, and the firm that is awarded the BPA will have to also address supervision in its transition plan. The Offeror's technical quote should provide a response to the Management Approach factor, which asks for a description of the offeror's *unique competitive advantage or capability to manage guard services in a manner that will increase the likelihood of successful performance*. Within 5 days of commencement of the first BPA Call a transition plan is required that must address all supervision. All costs associated with the Contractor's Supervision must be factored into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.

27. Is the amount of supervision specified in Exhibit 1 considered a sufficient amount?

Answer: The supervisor posts specified in Exhibit 1 are minimum requirements only. Each individual offeror should address supervision in their response to the Management Approach factor. Offeror's should describe their *unique competitive advantage or capability to manage guard services in a manner that will increase the likelihood of successful performance*.

28. Are supervisors billable or are the offerors to propose all costs associated with supervisors with their offered prices?

Answer: Supervisors are not directly billable. The quoter's hourly rate shall be inclusive of all the quoter's direct costs, indirect costs and profit and include all costs associated with providing the services described in the Statement of

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Work (e.g. relief, training, vacation, sick time, etc) and the Post Exhibit. To be considered for award, rates must be submitted for each and every line item listed on the pricing schedule.

Pricing (directly related to pricing)

29. Could we receive a copy of the bid tabulations from the last time this was bid on?

Answer: No, a copy of the abstract of bid/offers is not releasable. Please review FAR Part 24 Protection of Privacy and Freedom of Information for policies and procedures that apply requirements of the Privacy Act of 1974, the Freedom of Information Act and the release of contracts and acquisition related data.

30. Does the government intend for Offerors to build an estimate for variable costs (mileage, per diem, etc.) in a fixed hourly rate?

Answer: See Attachment 3, Additional Terms and Conditions, I. Schedule of Prices, 04. Prices, E. Pricing of Services, which states:

"1. For Basic, Temporary Additional and Emergency Guard Services, the hourly prices quoted must be inclusive of all direct costs, indirect costs, and profit necessary to provide an hour of post coverage as required. Contractors must include all costs associated with providing the services described herein.

2. The Government shall not be responsible for compensating the Contractor for any costs tied to solicitation requirements but not factored into the quoted prices, either by the Contractor's intention or by mistake."

31. Will the government revise the quantities for productive and supervision? (In contract option year 2 there are 366 days.)

Answer: No, the provided quantities are estimates provided for weighting the quoted prices, so that a total evaluated prices may be determined. As circumstances may dictate, posts and the actual productive guard hours will vary.

32. Will the government provide the current monthly contract cost?

Answer: The Government does not have this information. Only the incumbent contractor knows the actual costs related to its performance of the contract.

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33. During FEMA assignments what expenses will the contractor be reimbursed for?

Answer: See the answer to question 30 above, and also see Attachment 3, Additional Terms and Conditions, I. Schedule of Prices, 04. Prices, F. Definitions, which states:

Emergency Guard Services - Emergency Guard Services are those services required to safeguard federal employees, visitors, property and temporary facilities during disaster declarations and local facility emergencies. They may include large and small-scale deployments, short and long-term emergency situations, i.e. manmade and natural disasters & FEMA projects. The requirements under the "Emergency Guard Service" Contract Line Item Number (CLIN) shall be ordered for anywhere in the geographic area covered under this BPA with little, if any, advance notice. The hourly rate for this "emergency guard service" CLIN shall be inclusive of any and all costs (e.g. travel costs) directly related to or incidental to providing service at locations to be specified when ordered. There will be no "phase-in" period for these requirements. The requirements ordered under the "Emergency Guard Service" CLIN will be limited to 120 days of service. Thereafter, provided notice is provided within 30 days before the expiration of the emergency guard service task order, any continuing long term requirements for those same post/locations shall be ordered at the regular hourly rates specified for fixed posts/facilities within the contract.

Posts

34. To what percentage is the current incumbent staffed in relation to the required posts hours? This information is necessary to determine the cost of recruitment and training for any staffing shortages.

Answer: The Government does not have this information. Staffing can change frequently, and contractors likely hire after considering their total staffing needs, not just staffing needs for one contract.

35. Exhibit 1 contains 3 separate tabs, Security Posts, Supervisor Posts, and Vehicles. Would FPS please confirm that Posts 100A to 100D listed in the Supervisor Post tab are included in the productive hours?

Answer: The productive hour estimates do not include supervisor hours.

36. Do all Mon-Fri Posts include or exclude Holidays?

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Answer: The estimated holiday requirements are specified as currently anticipated in Exhibit 1. Individual calls that are issued against the BPA will provide specific post requirements.

37. Is relief required on each post? If not, which posts require relief?

Answer: Breaks and relief must be provided in accordance with the Service Contract Act and Department of Labor guidelines.

Firearms

38. Will FPS require clearing barrels at all locations where guards routinely change weapons? Are weapons safes and clearing barrels provided by the government for each location? If not, will the government provide space for a weapons safes and clearing barrels at each facility?

Answer: Clearing barrels are required at those locations where weapons will be inspected and where Guards exchange weapons (reference section 15.2-2). The quantity needed and location of clearing barrels and safes is to be determined by the contractor based on the criteria in section 15.2-2. The Contractor will be responsible for purchasing and maintaining such barrels and safes.

39. Is there a designated safe area for exchange and inspection of firearms?

Answer: Safe areas for exchange and inspection of firearms have not been designated in the requirements provided with this BPA. As necessary, BPA Calls will designate safe areas for exchange and inspection of firearms.

40. The SOW requires transition from .38 caliber to .40 caliber handguns. What is the timeframe for this transition to be completed?

Answer: The Government is not requiring that the Contractor start up with .40 caliber semi-automatic weapons at start of the performance under the BPA Calls. Each offeror should address transition/startup (including but not limited to firearms transition) in their response to the Management Approach factor. Each offeror will propose how they intend to make this change to new weapons, and over what period of time. The change over to .40 caliber handguns should also be addressed in the transition plan that is required within 5 working days of BPA award.

41. What kind of firearms are provided under the current contract?

Answer: The current weapons are .38 caliber.

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42. Are all guards required to have the basic firearms training?

Answer: Yes, all guards have the required firearms training.

43. Are firearms to be provided to all security guards or only to all guards on duty?

Guards on duty are required to be armed in accordance with the BPA and BPA Calls. As permitted under state and local laws, off-duty security guards may or may not be armed.

Government Furnished Space

44. Will an office be provided for the contract manager? Is office space provided for the other managerial positions (supervisors, trainers, etc.)? If offices are provided, at what locations?

Answer: The placement of the Contract Manager and other supervisors is at the discretion of the Contractor. Office equipment is totally the responsibility of the Contractor. Office space provided to the incumbent contractor will remain available for use with the award of the new contract at no cost to the Contractor. No new or additional space is anticipated with the award of the new contract. The Contractor may elect to have local, accessible office space outside the federal facility. If the Contractor requires any additional office space it must be provided for at Contractor expense.

45. Will classroom space be made available to the contractor by FPS for basic training, supervisor training, bi-annual certification, etc.?

Answer: As may be noted from the Exhibits, there is no government furnished training space identified for contractor use. Acquiring training space is the responsibility of the Contractor. Should such government space be identified later, it may be provided on a case-by-case basis, as available and on a reimbursable basis.

46. What space and facilities are available for guards at each building for contract related activities (guard mount, breaks, etc.)?

Answer: Available space and facilities is as follows.

Government Furnished Equipment

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47. Is the contractor responsible for chargers, replacement batteries, battery exercisers, and maintenance on the government furnished communication equipment?

Answer: Contractor will be responsible for replacement batteries only. The government will provide the contractor a designation letter allowing the contractor to purchase these items at the same reduced cost as the government.

48. Who is responsible for providing maintenance and replacement of the government furnished communication equipment?

Answer: As necessary, the government will replace and maintain the government furnished communication equipment.

Vehicles

49. Would FPS please confirm if the vehicles identified in Exhibit 1 are required by the successful contractor, as they are not identified as contractor furnished vehicles in Part 2, Exhibit 2B?

Answer: Exhibit 3B identifies Government Furnished vehicles to be provided to the contractor for use at the cited locations. If an offeror considers other vehicles to be necessary for performance of the contract, than it should provide the additional vehicles.

50. Is the contractor required to provide vehicles for this contract? If so, please provide estimated mileage per vehicle per year.

Answer: If an offeror considers vehicles other than the government furnished vehicles to be necessary for performance of the contract, than it should provide the additional vehicles. The Government has no information about vehicle usage by the previous contractor.

51. Will FPS provide parking spaces for contractor vehicles?

Answer: The Government will provide parking spaces for the government furnished vehicles cited on Exhibit 3B. The Government will not provide for parking spaces for contractor furnished vehicles.

Uniform

52. Will the baseball style cap meet the uniform requirement, or does the contractor have to provide a frame style cap?

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Indiana

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Answer: A Frame (saucer) style cap should be provided.

53. Exhibit 2C, Contractor Furnished Uniform items lists Body Armor, Boots, and Shoes as a requirement but does not list a quantity. Are these items a requirement of this contract? If so, what is the required quantity?

Answer: This requirement does list body armor, boots and shoes as contractor provided equipment. The contractor needs to determine the quantity to be issued to their employees. This is not a government provided item.

WDs / CBAs

54. Page 19 of 50, Part 1 of the Statement of Work 9 states, "Only DOL category Guard II security guards may be utilized to perform services under this contract." The schedule of prices lists a CLIN for Guard I. Please clarify.

Answer: All FPS guards must be capable of being armed, even though they may occasionally work a post that is an unarmed post.

55. We understand that an election was held recently and a new union will be in place during the performance on this contract. Do you anticipate any changes to this solicitation due to the new union and possible new CBA?

Answer: The Government has received no more current CBA information than the information included within the solicitation package. Price adjustments will be negotiated when applicable according to FAR Part 22, and in accordance with the guidance of FAR Clause 52.222-43.

56. Is this CBA the only applicable wage determination for all posts in the whole State of Indiana?

Answer: The contractor will be responsible for covering any post that may be required in Indiana, including both the posts listed in Exhibit 1, and other posts that may be identified later. Calls that are awarded against the BPA will provide specific wage determination requirements. As applicable for individual posts, the contractor will be required to pay either the CBA Wage Determination Rate or the standard DOL SCA Wage determination rate that are effective at time of award of a BPA Call and exercising of options. The SCA DOL Wage Determinations include: WD05-2183, WD05-2185 WD05-2187, WD05-2189, WD05-2191, WD05-2193, WD05-2195, WD05-2197, WD05-2223, WD05-2413 and WD05-2419.

General Performance

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Indiana

Amendment number 000004

57. Does FPS require gear up/gear down for the Contractor? If so, will 20 minutes suffice for this function?

Answer: The Government does not have information on gear up/gear down, since this is a contractor management issue and not a government requirement. The Government pays for hours on post, not hours traveling to and from a post; so the offeror must calculate such costs into the hourly prices on the Schedule of Prices.

58. What is the anticipated date of award?

Answer: Contract period of performance begins April 01, 2009 with a 60 day phase-in cycle. Anticipated date of award is NLT January 31, 2009.

59. What is the history of tenant or employee complaints pertaining to security functions in the included properties?

Answer: Information that is potentially sensitive to the source selection process, such as information pertaining to the incumbent's past performance, cannot be provided, since it might jeopardize this procurement.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 06/01/2009	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 1901 North Highway 360, Ste. 500 Grand Prairie TX 75050-1412	CODE ICE/FPS/CENTR/R5-	7. ADMINISTERED BY (if other than Item 6) ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 1901 North Highway 360, Ste. 500 Attn: Sally Arnold Grand Prairie TX 75050-1412	CODE ICE/FPS/CENTR/R5-
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. Attn: Derek J. Dorr 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0452560000000		FACILITY CODE	9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. * HSCEC5-09-A-00003
			10B. DATED (SEE ITEM 13) 04/02/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

GSA Contract #: GS07F0103M

This BPA issued to provide Armed Guard services for Federal facilities in the state of Indiana.

COTR:

Daniel J. Kvachkoff

(b)(6)

Funding POC:

Alma Cabello

Phone: (b)(6)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sally Arnold
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED (b)(6)
	16C. DATE SIGNED 6/3/09

NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>PURPOSE: To identify new Administrative Contracting Officer for subject award</p> <p>a. Starting on the effective date of this modification, change the Administrative Contracting Officer for this BPA and all subsequent BPA calls from Khadijeh Abdullah, to:</p> <p style="margin-left: 40px;">Sally A. Arnold 1901 N. Hwy 360, Ste (b)(6) Grand Prairie, TX 75050-1412 PH: [REDACTED] e:mai [REDACTED] (b)(6)</p> <p>b. All other terms and conditions remain unchanged.</p> <p>-----LAST ITEM-----</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 06/01/2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 1901 North Highway 360, Ste. 500 Grand Prairie TX 75050-1412	CODE ICE/FPS/CENTR/R5-	7. ADMINISTERED BY (If other than Item 6) ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 1901 North Highway 360, Ste. 500 Attn: Sally Arnold Grand Prairie TX 75050-1412	CODE ICE/FPS/CENTR/R5-7
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) DECO, INC. Attn: Derek J. Dorr 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 045256000000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003	
		10B. DATED (SEE ITEM 13) 04/02/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M

This BPA issued to provide Armed Guard services for Federal facilities in the state of Indiana.

COTR:

Daniel J. Kvachkoff

Phone: (b)(6)

Funding POC:

Alma Cabello

Phone: (b)(6)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sally Arnold
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED (b)(6)
NSN 7540-01-152-8070 Previous edition unusable	16C. DATE SIGNED 7/27/09

ORD FORM 30, REV 10-83

Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>PURPOSE: To provide updated Exhibit One, Post List for subject BPA.</p> <p>a. In Part II, Exhibit One, delete the post list for the state of Indiana that was furnished with the award document, and insert the attached post list (five pages) dated 7/27/2009.</p> <p>b. All other terms and conditions remain unchanged.</p> <p>-----LAST ITEM-----</p>				

Pages 278 through 282 redacted for the following reasons:

(b)(7)e, (b)(7)f

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 2
2 AMENDMENT/MODIFICATION NO P00003	3 EFFECTIVE DATE 08/15/2009	4 REQUISITION/PURCHASE REQ NO 192109PFID1230965	5 PROJECT NO (if applicable)
6 ISSUED BY ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 1901 North Highway 360, Ste. 500 Grand Prairie TX 75050-1412	CODE ICE/FPS/CENTR/R5-	7 ADMINISTERED BY (if other than item 6) ICE/FPS/Central CCG/Region 5 Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 1901 North Highway 360, Ste. 500 Attn: Sally Arnold Grand Prairie TX 75050-1412	CODE ICE/FPS/CENTR/R5-1
9 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) DECO, INC. Attn: Derek J. Dorr 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A AMENDMENT OF SOLICITATION NO.	9B DATED (SEE ITEM 11)
CODE 0452560000000	FACILITY CODE	% 10A MODIFICATION OF CONTRACT/ORDER NO. HSCECS-09-A-00003	10B DATED (SEE ITEM 13) 04/02/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(p)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____
	D. OTHER (Specify type of modification and authority)
X	Mutual Agreement of the Contracting Parties
E. IMPORTANT:	Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ 1 _____ copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

GSA Contract #: GS07F0103M

This BPA issued to provide Armed Guard services for Federal facilities in the state of Indiana.

COTR:

Daniel J. Kvachkoff

Phone: (b)(6)

Funding POC:

Alma Caballo

Phone: (b)(6)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print) DEREK DORR		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sally Arnold	
15B (b)(6)	15C DATE SIGNED 9.22.09	16B (b)(6)	16C DATE SIGNED 9/22/09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEC5-09-A-00003/P00003

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NAME OF OFFEROR OR CONTRACTOR
 DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>PURPOSE: To incorporate DVD training guidance as part of the Indiana BPA requirements</p> <p>a. Reference our letter of 8/13/09, this modification is to incorporate the magnetometer/X-ray DVD training requirement as part of this BPA.</p> <p>b. By this mod, the contractor agrees that:</p> <p>The curriculum for the government provided Magnetometer/X-ray training has been revised to incorporate viewing of a fourteen minute digital video disk (DVD) entitled "Bomb Component Detection" which addresses types of bombs, bomb components, behavioral and other indicators, and actions to take. As set forth in SOW paragraph 11.7, government provided training on the use of magnetometer/x-ray, will be up to eight (8) hours in duration. Incorporation of the DVD into the curriculum will not cause the duration of training to exceed eight (8) hours.</p> <p>c. Reference the requirement for weekly reporting:</p> <p>The contractor shall provide a weekly status report that includes the names of the guards who have viewed the DVD and % completion rates. The report shall be due to the COTR each week by the day and time specified by the COTR until all contractor guards have viewed the DVD. The contractor shall certify that the weekly report is true and accurate.</p> <p>d. The Contractor agrees to perform this training at no additional cost to the Government.</p> <p>e. The Contractor agrees to complete this training within thirty days of the bi-lateral signature of this modification.</p> <p>f. All other terms and conditions remain unchanged.</p> <p>-----LAST ITEM-----</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 17

2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 12/22/2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 4200 Attn: <Victor Hidalgo> Philadelphia PA 19106		CODE OPO/FPS/SPECIAL P		7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: <Victor Hidalgo> Philadelphia PA 19106		CODE OPO/FPS/SPECIAL P	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. Attn: Derek J. Dorr 11140 ZEALAND AVE N CHAMPLIN MN 553163594				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003 <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 04/02/2009			
CODE 045256000000		FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4 Changes pursuant to mutual agreement of the parties
E. IMPORTANT:	Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M

1. The purpose of this modification is to implement the FPS Risk Assessment and Management Program (RAMP) process for all contract security guard certification submittal requirements under the subject contract. The RAMP process will automate the guard certification information transfer from guard companies to FPS. This includes adding new guards and updating information on existing guards.

As a result of this modification the contractor will be required to comply with electronic transmission of security guard certification information as outlined herein and in the format as delineated in enclosure 1 hereto. Regardless of the number of contracts any guard company has with FPS, the contractor shall establish a single centralized point of Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Stephanie Semanko, Director, Business Development		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victor R. Hidalgo	
15 (b)(6)	15C. DATE SIGNED 12/22/09	16 (b)(6)	16C. DATE SIGNED 12-22-09

NSN 7540-01-152-8070
Previous edition unusable

RD FORM 3D (REV. 10-83)

Issued by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEC5-09-A-00003/P00004

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NAME OF OFFEROR OR CONTRACTOR
 DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>coordination for all guard employee certification information provided to FPS. This point of coordination will serve as the source of the guard certification information submissions to FPS and where reports of guard certification status will be sent from FPS.</p> <p>All incumbent contract security guard certification information under the subject contract shall be compliant with the automated RAMP process requirement no later than December 30, 2009. All updated certification information on any contract security guard employee shall be submitted to RAMP no later than 5 business days after completion of any certification related requirement.</p> <p>2. This is a bilateral modification pursuant to the mutual agreement of the parties.</p> <p>3. The Contractor, for itself, its successors, and assigns hereby unconditionally releases, remises, and forever discharges the Government, its officers, its representatives, its agents, and its civilian personnel from any and all claims, disputes, causes of action, or demands for damages of every character, known or unknown, whether in law or in equity, including but not limited to such claims for direct costs, indirect costs, delay costs, disruption costs, profit, interest, and attorney's fees arising out of, relating to, or resulting from this modification to the contract.</p> <p>4. Section 3 in the SOW boilerplate change as follows:</p> <p>Delete:</p> <p>C. The Contractor shall complete and certify a written record that shows names and issue dates for each Contract employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any Contract work. The Contractor shall provide an updated record to the COTR. The Contractor shall not be reimbursed for services rendered by a Security Guard lacking</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>appropriate permits and certifications.</p> <p>Replace with:</p> <p>C. The Contractor shall complete, certify, and maintain written records that shows names and issue dates for each Contract employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any Contract work. In addition, the Contractor shall complete and certify an automated record that shows names and issue dates for each Contract employee having each and all legally required licenses, permits, and certifications using Extensible Markup Language (xml) format. The Contractor security guard certifications shall be submitted via electronic mail transmission to an internet address provided by the COTR. The Contractor is responsible to ensure all contract security guard certification information provided meets all legal and contractual certification requirements prior to the commencement of any contract work. All updated certification information on any contract security guard employee shall be submitted no later than 5 business days after completion of any certification related requirement. The Contractor shall not be reimbursed for services rendered by a Security Guard lacking appropriate permits and/or certifications.</p> <p>5. THIS IS THE COMPLETE AGREEMENT OF THE PARTIES. THERE ARE NO COLLATERAL AGREEMENTS, EITHER WRITTEN OR ORAL. ANY MODIFICATION OF THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY BOTH PARTIES.</p> <p>6. All other terms and conditions remain the same.</p>				

Guard Certification File Transfer Instructions

Purpose:

The purpose of this process is to automate the Guard certification information transfer from Guard companies to FPS. This includes adding new Guards and updating information on existing Guards.

The FPS Risk Assessment and Management Program (RAMP) will, among other things, replace CERTS as the centralized repository that will be used for tracking Guard certification data by FPS. The content of this repository will be, in large part, populated by Guard companies through the process described herein. In this way, the most up-to-date information will be made available.

Process:

The certification data that is provided to FPS must be in XML format. There are two primary means to accomplish this:

- **Using the InfoPath Form** - FPS is providing a form to enter information on the Guard certifications that will generate the needed XML file format automatically. InfoPath is a standard component of the Microsoft Office Professional suite of products. Attachment 1 provides instructions for using the FPS-provided form.
- **Providing an XML file** - For companies that can generate this file directly for transmission, we are including the schema for information as Attachment 2.

Through RAMP, FPS will provide each Guard company with a report of the certification information in the database for each of the Guards.

Guard Certification File Transfer Instructions

Attachment 1: InfoPath Form

Basic Steps:

1. Save the "GuardCertificationFile.xsn" file to your local or network drive.
2. Double click "GuardCertification_Form.xsn" file to open a blank Guard Certification Form.



Guard Certification File Generator

Complete the following form with any updates to your companies Guards or Guard's Certifications. Use the "Save Draft" button to save a working copy of the form. Use the "Generate Guard Certification File" once you have finalized the contents of the form. (Note: The Guard Certification File cannot be opened and edited using InfoPath.). The Guard Certification File will be saved in the following folder: [C:\Documents and Settings\GuardFiles](#). Send the Guard Certification File to your Contract Guard Project Manager at FPS.

Company

Company Name:	<input type="text"/>	*
Email:	<input type="text" value="Name@Company.com"/>	*
POC Last Name:	<input type="text"/>	
POC First Name:	<input type="text"/>	
POC Position:	<input type="text"/>	

Guards

Guard Last Name:	<input type="text"/>	*
Guard First Name:	<input type="text"/>	*
Guard Middle Name:	<input type="text"/>	
SSN (last 4 digits):	<input type="text"/>	*

Select One:

- Add Guard to Company
- Update Guard Certificate Information
- Remove Guard from Company

Click to Add Certifications for this Guard

Click to Add Guards

Information provided is subject to investigation and verification under Title 18, Section 1001, United States Code. Any false or misleading information may be punishable by fine or imprisonment.

3. Enter the **Company** information into the **Company** fields:

Company Name – RAMP will recognize the Company using the Guard Company Name. Be sure to enter this exactly as it appears from the FPS-provided records. This is a mandatory field.

Company Email – This is the central point of coordination established by the guard company for sending guard certification information to FPS Headquarters. This is a mandatory field.

POC Last Name and POC First Name – This the last and first name of the person who sends the guard certification on behalf of the company who can respond to questions.

Guard Certification File Transfer Instructions

POC Position – This is the position of the person who sends the guard certification on behalf of the company who can respond to questions.

Note: Save a draft version of the form with just the Company Information so you will not have to retype the information when creating a new Guard record. Select “File” → “Save As” to create a new version with the Company Information.

4. Enter **Guard** information in the **Guard** Fields:



Guards

Guard Last Name: *

Guard First Name: *

Guard Middle Name:

SSN (last 4 digits): *

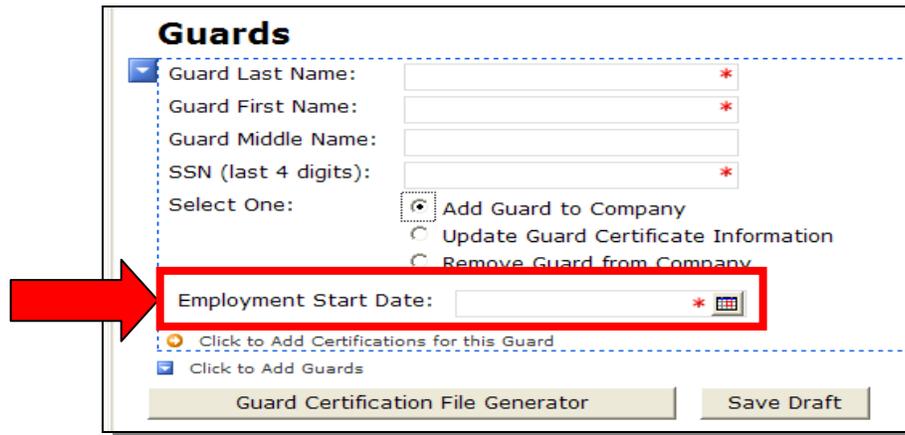
Guard Last Name and First Name – This the last and first name of the guard employee whose certification records you are sending to FPS Headquarters. This is a mandatory field.

Guard Middle Name – This the middle name of the guard employee whose certification records you are sending to FPS Headquarters.

SSN (last 4 digits) – This the last four digits of the social security number for the guard employee whose certification records you are sending to FPS Headquarters. This is a mandatory field.

Note: RAMP will recognize the Guards using a combination of their last name, first name, and last four digits of their social security number. Ensure that information entered is accurate.

5. Click what **type of information** is being provided: Add Guard to Company, Update Guard Certificate Information, or Remove Guard from Company.
 - 5.1 Add Guard to Company – Use “Add” only if there is no current record in RAMP of the Guard as being an employee of the company.
 - i. Enter the Guard’s *Employment Start Date*. This is a mandatory field.



Guards

Guard Last Name: *

Guard First Name: *

Guard Middle Name:

SSN (last 4 digits): *

Select One:

Add Guard to Company

Update Guard Certificate Information

Remove Guard from Company

Employment Start Date: *

Click to Add Certifications for this Guard

Click to Add Guards

Guard Certification File Generator Save Draft

- ii. Click to *Add Certifications for this Guard*. Adding a Guard will also allow you to include their certifications.

Guard Certification File Transfer Instructions

Guards

Guard Last Name: *

Guard First Name: *

Guard Middle Name:

SSN (last 4 digits): *

Select One:

Add Guard to Company

Update Guard Certificate Information

Remove Guard from Company

Employment Start Date: *

Click to Add Certifications for this Guard

iii. Select the *Certification Type* from the drop down list. This is a mandatory field. Certification types included in RAMP are as follows:

1. AED Certification
2. Baton Training
3. Contractor Basic Training
4. Contractor Basic Weapons Training
5. Contractor Refresher Training
6. CPR Certification
7. Domestic Violence Certification
8. Drug Certification
9. Firearms Qualification
10. First Aid Certification
11. FPS Basic Training
12. FPS Refresher Training
13. High School Diploma/GED
14. Initial Screener Training
15. Medical Certification
16. OC Spray Training
17. Other Requirement
18. Other Weapons Qualification
19. Respirator Fit Test
20. State/Local Firearms Permit
21. State/Local Guard Permit
22. Supervisory Training

Certifications

Guard Name: ,

Certification Type: Select... *

Certification Status: Fulfilled

Start Date: 10/30/2009

Expiration Date: 11/4/2009

Comments:

Click to Add Certifications

RAMP will only maintain one of each certification type for a Guard. It is only necessary to include the most up-to-date certifications for that Guard.

Guard Certification File Transfer Instructions

- i. For each Certification Type, the *Certification Status* is predefined as *Fulfilled*. Enter the *Start Date*, *Expiration Date*, and any *Comments* associated with this certification.
- ii. Click to *Add Certificates* for each additional Certificate to be added for this Guard.



Certifications

Guard Name:

Certification Type: * Certification Status:

Start Date: Expiration Date:

Comments:

Guard Name:

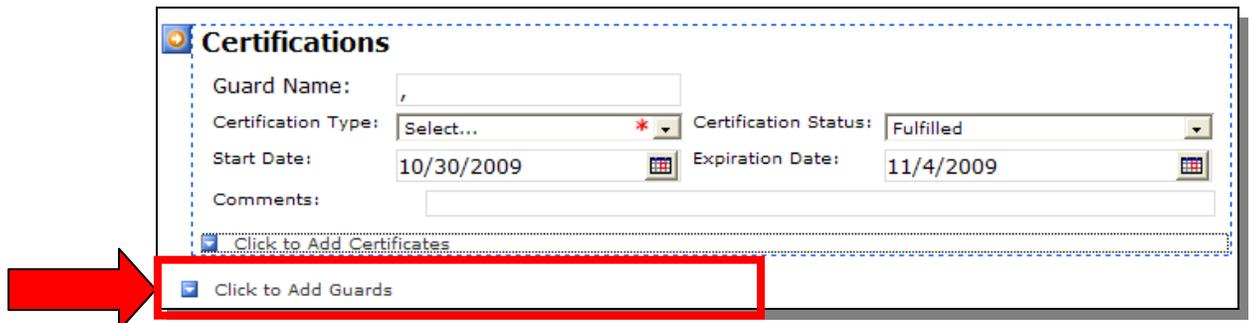
Certification Type: * Certification Status:

Start Date: Expiration Date:

Comments:

- iii. To add certificates for another Guard, click on *Click to Add Guards*. Repeat Steps 4 and 5.

Note: Although information for multiple individual Guards can be added to a single file, it may be beneficial to prepare and submit a single form for each Guard. Save a draft version of the form with the Company Information and Guard Information to allow easy updates to the information for resubmission rather than retyping the. Click "File" → "Save as" to create a new version for each submission.



Certifications

Guard Name:

Certification Type: * Certification Status:

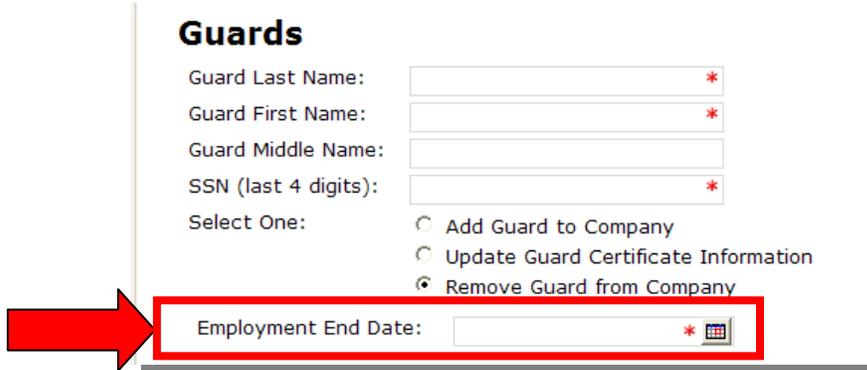
Start Date: Expiration Date:

Comments:

- 5.2 Update Guard Certification Information – Use "Update" only if the Guard already has a record in RAMP as an employee of the company. Follow the same process described in 5.1 above for updating guard certification information.

Guard Certification File Transfer Instructions

- 5.3 Remove Guard from Company – Use “Remove” only if there is a current record in RAMP for the Guard that is no longer employed by the company. Removing a Guard will require you to enter an employment end date. Certification entries are not allowed for this Guard.



Guards

Guard Last Name: *

Guard First Name: *

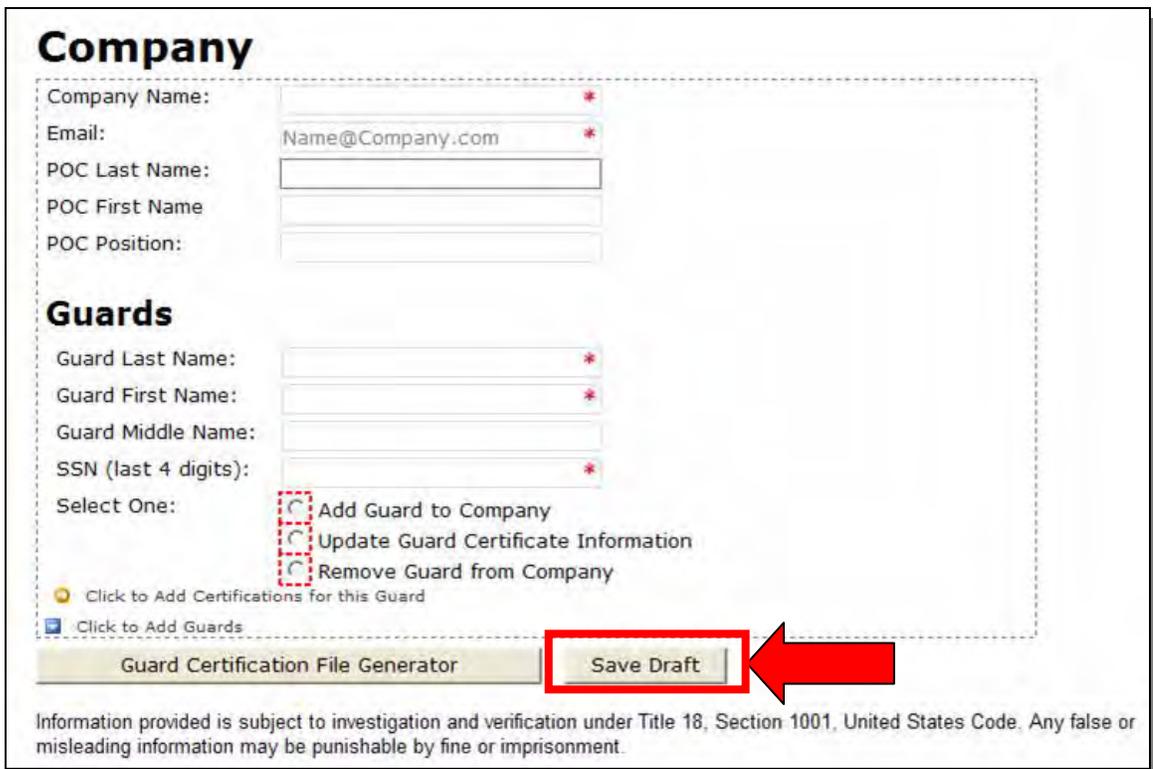
Guard Middle Name:

SSN (last 4 digits): *

Select One: Add Guard to Company
 Update Guard Certificate Information
 Remove Guard from Company

Employment End Date: * 

6. Save a draft of the InfoPath form using the “Save Draft” button.



Company

Company Name: *

Email: *

POC Last Name:

POC First Name:

POC Position:

Guards

Guard Last Name: *

Guard First Name: *

Guard Middle Name:

SSN (last 4 digits): *

Select One: Add Guard to Company
 Update Guard Certificate Information
 Remove Guard from Company

 Click to Add Certifications for this Guard

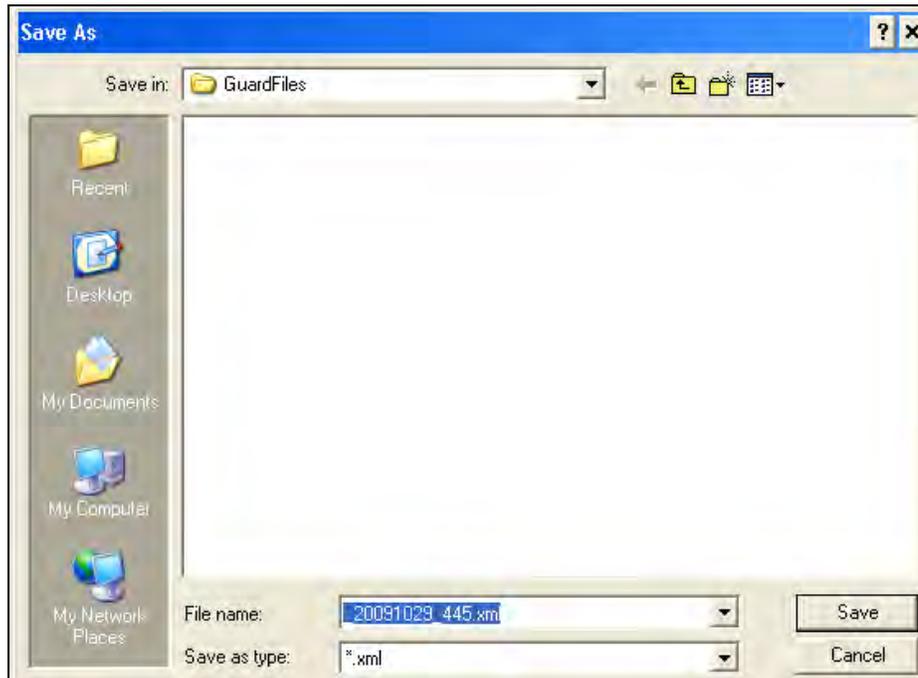
 Click to Add Guards

Guard Certification File Generator

Information provided is subject to investigation and verification under Title 18, Section 1001, United States Code. Any false or misleading information may be punishable by fine or imprisonment.

Guard Certification File Transfer Instructions

- i. The “Save As” dialogue box will open.



1. Location – The default location where the file will be saved on the computer generating the form is: C:\Documents and Settings\GuardFiles.
2. File Name – This file will be saved as “[GuardCompanyName]_YYYYMMDD_NNN.xml.”
Note: [GuardCompanyName] will be replaced with the entry in the Company Name field, YYYYMMDD will be replaced with the current date, and NNN will be a random three-digit number.

- ii. Click “Save” and a confirmation message will be shown.



IMPORTANT: Always save a draft of the form before clicking “Guard Certification File Generator.” The generated Guard Certification File is not editable in InfoPath. If edits need to be made, it will be helpful to have the draft version that will open in InfoPath.

Guard Certification File Transfer Instructions

7. Once the form has been completed and is ready for submission, click the “Guard Certification File Generator” button.

Company

Company Name: *

Email: *

POC Last Name:

POC First Name:

POC Position:

Guards

Guard Last Name: *

Guard First Name: *

Guard Middle Name:

SSN (last 4 digits): *

Select One:

Add Guard to Company

Update Guard Certificate Information

Remove Guard from Company

Click to Add Certifications for this Guard

Click to Add Guards

Information provided is subject to investigation and verification under Title 18, Section 1001, United States Code. Any false or misleading information may be punishable by fine or imprisonment.

This will save the file as follows:

1. Location – The default location where the file will be saved on the computer generating the form is: C:\Documents and Settings\GuardFiles.
2. File Name – This file will be saved as “[GuardCompanyName]_YYYYMMDD_NNN.xml.”

Note: [GuardCompanyName] will be replaced with the entry in the Company Name field, YYYYMMDD will be replaced with the current date, and NNN will be a random three-digit number.

8. E-mail this file to FPS Headquarters at FPS-RAMP@dhs.gov.

Guard Certification File Transfer Instructions

Attachment 2 XML Instructions

Below is the XML schema (XSD) for the Guard certification file. An XML file can be submitted according to this schema that will be processed by the RAMP system.

Here are a few notes regarding the generation of the form directly:

- The “**my:AddUpdateRemove**” object should be populated with “**Add**,” “**Update**,” or “**Remove**” based on whether the Guard is being added to the company, removed from the company, or only having their certifications updated.
 - If the Guard is being Added, their “**my:EmploymentStartDate**” is required.
 - If the Guard is being Removed, their “**my:EmploymentEndDate**” is required.
- The “**my:CertificationType**” object needs to be populated with one of the valid certification types below in order to be recognized in RAMP:
 - AED Certification
 - Baton Training
 - Contractor Basic Training
 - Contractor Basic Weapons Training
 - Contractor Refresher Training
 - CPR Certification
 - Domestic Violence Certification
 - Drug Certification
 - Firearms Qualification
 - First Aid Certification
 - FPS Basic Training
 - FPS Refresher Training
 - High School Diploma/GED
 - Initial Screener Training
 - Medical Certification
 - OC Spray Training
 - Other Requirement
 - Other Weapons Qualification
 - Respirator Fit Test
 - State/Local Firearms Permit
 - State/Local Guard Permit
 - Supervisory Training
- The “**my:CertificateStatus**” object needs to be populated with “Fulfilled”
- xml objects ending in “**Information**” do not need to be populated. They are controls used by the InfoPath form.

Guard Certification File Transfer Instructions

- The Guard Company is recognized using the `CompanyName` object. It is required.
- The Guard is recognized using the `GuardLastName`, `GuardFirstName`, and `SSN` objects (SSN is only the last four digits of the Guard's Social Security Number). These are required fields.
- Some information needs to be repeated within the schema in order for RAMP to recognize the object relationships. The Guard Company Name needs to be entered in both the "**my:CompantName**" object and the "**my:GuardCompanyName**" object. Also, the Guard's First Name, Last Name, and Last Four Digits of their SSN need to be entered both within the Guard object and the Certification object ("**my:GuardName**" can be ignored, this is a control used by the InfoPath form).

Guard Certification File Transfer Instructions

```
<?xml version="1.0" encoding="UTF-8" standalone="no"?>
<xsd:schema targetNamespace="http://schemas.microsoft.com/office/infopath/2003/myXSD/2009-08-31T20:31:31" xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"
xmlns:my="http://schemas.microsoft.com/office/infopath/2003/myXSD/2009-08-31T20:31:31"
xmlns:xd="http://schemas.microsoft.com/office/infopath/2003"
xmlns:xsd="http://www.w3.org/2001/XMLSchema">
    <xsd:element name="GuardCertificationFile">
        <xsd:complexType>
            <xsd:sequence>
                <xsd:element ref="my:Company" minOccurs="0"/>
                <xsd:element ref="my:signatures1"/>
            </xsd:sequence>
            <xsd:anyAttribute processContents="lax"
namespace="http://www.w3.org/XML/1998/namespace"/>
        </xsd:complexType>
    </xsd:element>
    <xsd:element name="Company">
        <xsd:complexType>
            <xsd:sequence>
                <xsd:element ref="my:CompanyName" minOccurs="0"/>
                <xsd:element ref="my:CompanyEmail" minOccurs="0"/>
                <xsd:element ref="my:POCLastName" minOccurs="0"/>
                <xsd:element ref="my:POCFirstName" minOccurs="0"/>
                <xsd:element ref="my:POCPosition" minOccurs="0"/>
                <xsd:element ref="my:Guard" minOccurs="0" maxOccurs="unbounded"/>
            </xsd:sequence>
        </xsd:complexType>
    </xsd:element>
    <xsd:element name="CompanyName" type="my:requiredString"/>
    <xsd:element name="CompanyEmail" type="my:requiredString"/>
    <xsd:element name="POCLastName" type="xsd:string"/>
    <xsd:element name="POCFirstName" type="xsd:string"/>
    <xsd:element name="POCPosition" type="xsd:string"/>
    <xsd:element name="Guard">
        <xsd:complexType>
            <xsd:sequence>
                <xsd:element ref="my:GuardCompanyName" minOccurs="0"/>
                <xsd:element ref="my:GuardLastName" minOccurs="0"/>
                <xsd:element ref="my:GuardFirstName" minOccurs="0"/>
                <xsd:element ref="my:GuardMiddleName" minOccurs="0"/>
                <xsd:element ref="my:SSN" minOccurs="0"/>
                <xsd:element ref="my:AddUpdateRemove" minOccurs="0"/>
                <xsd:element ref="my:EmploymentStartDateInformation"
minOccurs="0"/>
                <xsd:element ref="my:EmploymentStartDate" minOccurs="0"/>
                <xsd:element ref="my:EmploymentEndDateInformation" minOccurs="0"/>
                <xsd:element ref="my:EmploymentEndDate" minOccurs="0"/>
                <xsd:element ref="my:Certifications" minOccurs="0"/>
            </xsd:sequence>
        </xsd:complexType>
    </xsd:element>

```

Guard Certification File Transfer Instructions

```
</xsd:complexType>
</xsd:element>
<xsd:element name="GuardCompanyName" type="xsd:string"/>
<xsd:element name="GuardLastName" type="my:requiredString"/>
<xsd:element name="GuardFirstName" type="my:requiredString"/>
<xsd:element name="GuardMiddleName" type="xsd:string"/>
<xsd:element name="SSN" type="my:requiredString"/>
<xsd:element name="AddUpdateRemove" type="my:requiredString"/>
<xsd:element name="EmploymentStartDateInformation">
  <xsd:complexType>
    <xsd:sequence/>
  </xsd:complexType>
</xsd:element>
<xsd:element name="EmploymentStartDate" nillable="true" type="xsd:date"/>
<xsd:element name="EmploymentEndDateInformation">
  <xsd:complexType>
    <xsd:sequence/>
  </xsd:complexType>
</xsd:element>
<xsd:element name="EmploymentEndDate" nillable="true" type="xsd:date"/>
<xsd:element name="Certifications">
  <xsd:complexType>
    <xsd:sequence>
      <xsd:element ref="my:Certificate" minOccurs="0"
maxOccurs="unbounded"/>
    </xsd:sequence>
  </xsd:complexType>
</xsd:element>
<xsd:element name="Certificate">
  <xsd:complexType>
    <xsd:sequence>
      <xsd:element ref="my:GuardName" minOccurs="0"/>
      <xsd:element ref="my:CertGuardLastName" minOccurs="0"/>
      <xsd:element ref="my:CertGuardFirstName" minOccurs="0"/>
      <xsd:element ref="my:CertGuardSSN" minOccurs="0"/>
      <xsd:element ref="my:CertificationType" minOccurs="0"/>
      <xsd:element ref="my:CertificateStatus" minOccurs="0"/>
      <xsd:element ref="my:CertificationStartDate" minOccurs="0"/>
      <xsd:element ref="my:CertificationExpirationDate" minOccurs="0"/>
      <xsd:element ref="my:WeaponInformation" minOccurs="0"/>
      <xsd:element ref="my:CertificationComments" minOccurs="0"/>
      <xsd:element ref="my:WeaponLicenseNumber" minOccurs="0"/>
      <xsd:element ref="my:WeaponScore" minOccurs="0"/>
      <xsd:element ref="my:WeaponIssuingAuthority" minOccurs="0"/>
      <xsd:element ref="my:WeaponCaliber" minOccurs="0"/>
    </xsd:sequence>
  </xsd:complexType>
</xsd:element>
```

Guard Certification File Transfer Instructions

```
</xsd:element>
<xsd:element name="GuardName" type="xsd:string"/>
<xsd:element name="CertGuardLastName" type="xsd:string"/>
<xsd:element name="CertGuardFirstName" type="xsd:string"/>
<xsd:element name="CertGuardSSN" type="xsd:string"/>
<xsd:element name="CertificationType" type="xsd:string"/>
<xsd:element name="CertificateStatus" type="xsd:string"/>
<xsd:element name="CertificationStartDate" nillable="true" type="xsd:date"/>
<xsd:element name="CertificationExpirationDate" nillable="true" type="xsd:date"/>
<xsd:element name="WeaponInformation">
  <xsd:complexType>
    <xsd:sequence/>
  </xsd:complexType>
</xsd:element>
<xsd:element name="CertificationComments" type="xsd:string"/>
<xsd:element name="WeaponLicenseNumber" type="xsd:string"/>
<xsd:element name="WeaponScore" nillable="true" type="xsd:integer"/>
<xsd:element name="WeaponIssuingAuthority" type="xsd:string"/>
<xsd:element name="WeaponCaliber" type="xsd:string"/>
<xsd:element name="signatures1">
  <xsd:complexType>
    <xsd:sequence>
      <xsd:any minOccurs="0" maxOccurs="unbounded"
namespace="http://www.w3.org/2000/09/xmldsig#" processContents="lax"/>
    </xsd:sequence>
  </xsd:complexType>
</xsd:element>
<xsd:simpleType name="requiredString">
  <xsd:restriction base="xsd:string">
    <xsd:minLength value="1"/>
  </xsd:restriction>
</xsd:simpleType>
<xsd:simpleType name="requiredAnyURI">
  <xsd:restriction base="xsd:anyURI">
    <xsd:minLength value="1"/>
  </xsd:restriction>
</xsd:simpleType>
</xsd:schema>
```

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 4200 Attn: <Victor Hidalgo> Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: <Victor Hidalgo> Philadelphia PA 19106	CODE OPO/FPS/SPECIAL PF
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. Attn: Derek J. Dorr 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0452560000000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003	
		10B. DATED (SEE ITEM 13) 04/02/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 52.212-4 Changes pursuant to mutual agreement of the parties
E. IMPORTANT:	Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ 1 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M

This modification represents the mutual agreement of the Federal Protective Service and Deco Inc.

This purpose of this modification of subject Blanket Purchase Agreement is hereby established to make the following changes:

1. The Base Ordering period of performance is change from April 1, 2009 through March 30, 2010 to June 1, 2009 through May 31, 2010.

2. The subsequent ordering periods are changed in accordance with the schedule of prices
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and affect.

15A. NAME AND TITLE OF SIGNER (Type or print) Derek J. Dorr, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victor R. Hidalgo	
15B. CO (b)(6)	15C. DATE SIGNED 3-11-10	(b)(6)	16C. DATE SIGNED 3-11-10
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA R (48 CFR) 53.243	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEC5-09-A-00003/P00005

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NAME OF OFFEROR OR CONTRACTOR
 DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>as follows:</p> <p>Optional Ordering Period 1: From April 1, 2010 through March 30, 2011 to June 1, 2010 through May 31, 2011</p> <p>Optional Ordering Period 2: From April 1, 2011 through March 30, 2012 to June 1, 2011 through May 31, 2012</p> <p>Optional Ordering Period 3: From April 1, 2012 through March 30, 2013 to June 1, 2012 through May 31, 2013</p> <p>Optional Ordering Period 4: From April 1, 2013 through March 30, 2014 to June 1, 2013 through May 31, 2014</p> <p>3. Replace the Schedule of Prices: Remove the current SCHEDULE OF PRICES incorporated into the BPA from Deco's quotation, and replace this information with the REVISED SCHEDULE OF PRICES (included as Attachment #1 to the current modification). The removal and replacement of the schedule of prices facilitates a re-alignment of Estimated Quantity (i.e. hours) but yields no change to the Total Estimated Amount Hours or Quoted Unit Prices.</p> <p>4. Remove the Guards I (Unarmed) requirement: As part of the re-alignment, all hours associated with the Guards I (Unarmed) were redistributed to Temporary Additional service (TAS). The requirement for Guards I (Unarmed) is hereby removed from the Blanket Purchase Agreement and the associated Clins are Reserved.</p> <p>Therefore Clins 1002, 2002, 3002, 4002 and 5002 of the Schedule of Prices are hereby changed as follows:</p> <p>FROM: Guards I (Unarmed) with a total of 4,160 estimated hours.</p> <p>TO: Reserved with zero hours.</p> <p>5. As part of the re-alignment, all hours associated with the Guards I (Unarmed) were redistributed to Temporary Additional Service (TAS).</p> <p>Therefore Clin 1003, 2003, 3003, 4003 and 5003 of the Schedule of Prices is hereby changed as Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEC5-09-A-00003/P00005

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NAME OF OFFEROR OR CONTRACTOR
 DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>follows for TAS:</p> <p>FROM: A total estimated annual hours of 2,150</p> <p>TO: A total estimated annual hours of 6,310, an increase of 4,160 hours.</p> <p>6. This modification rescinds Alternate COTR Charles Kirk COTR responsibilities and adds Alternate COTRs John Bier and Mark Lambert respectively.</p> <p>Alternate COTR: Mark Lambert Area Commander Department of Homeland Security (DHS) National Protection & Program Directorate (NPPD) Office of the Federal Protective Service (FPS) - Region 5 Indianapolis Field Office of Operations and Enforcement Minton Capehart Federal Building 575 N. Pennsylvania Street, Suite (b)(6), (b)(7)c Indianapolis, IN 46204 317-226-6350 (Office - Administrative) (b)(6), (b)(7)c - Direct)</p> <p>Alternate COTR: John R. Bier Area Commander, District One Department Of Homeland Security (DHS) National Protection and Programs Directorate (NPPD) Federal Protective Service (FPS) Region 5 230 South Dearborn, Suite (b)(6), (b)(7)c Chicago, Illinois 60604 (b)(6), (b)(7)c (office) 312-353-0438 (fax) (b)(6), (b)(7)c</p> <p>7. All other terms and conditions remain the same.</p> <p>This is a bilateral modification pursuant to the mutual agreement of the parties.</p> <p>The Contractor, for itself, its successors, and assigns hereby unconditionally releases, remises, Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEC5-09-A-00003/P00005

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NAME OF OFFEROR OR CONTRACTOR
 DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>and forever discharges the Government, its officers, its representatives, its agents, and its civilian personnel from any and all claims, disputes, causes of action, or demands for damages of every character, known or unknown, whether in law or in equity, including but not limited to such claims for direct costs, indirect costs, delay costs, disruption costs, profit, interest, and attorney's fees arising out of, relating to, or resulting from this modification to the contract.</p> <p>Period of Performance: 06/01/2009 to 05/31/2014</p>				

Revised Schedule of Prices

NON-PERSONAL SERVICES: Contractor shall provide all labor, management, supervision, uniforms, training, transportation, materials, and equipment necessary in order to provide armed and unarmmed guards for government buildings and facilities within the state of Indiana. The hours cited below are ESTIMATED annual quantities only; actual quantities required will be ordered and funded via calls under this BPA.

BASE PERIOD: Performance shall begin on June 1, 2009, and shall continue through May 31, 2010

Contract Line Item No. (CLIN)	Supplies/Services	<u>Estimated Quantity</u>	Unit of Issue	Unit Price	<u>Estimated Extended Amount</u>
1001	Basic Service	204,735	HR	\$	(b)(4)
1002	Reserved	-	HR	\$	
1003	Temporary Additional Service (TAS)	6,310	HR	\$	
1004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$	
Total Price for Base Period:					

ORDERING PERIOD ONE: Performance shall begin on June 1, 2010, and shall continue through May 31, 2011

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
--------------------------------------	--------------------------	---------------------------	----------------------	-------------------	----------------------------------

2001	Basic Service	204,735	HR	\$	
2002	Reserved	-	HR	\$	
2003	Temporary Additional Service (TAS)	6,310	HR	\$	
2004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$	

Total Price for Ordering Period One:

(b)(4)

ORDERING PERIOD TWO:
 Performance shall begin on June 1, 2011,
 and shall continue through May 31, 2012

Contract Line Item No. (CLIN)	Supplies/Services	<u>Estimated Quantity</u>	Unit of Issue	Unit Price	<u>Estimated Extended Amount</u>
--	-------------------	-------------------------------	---------------	------------	--------------------------------------

3001	Basic Service	204,735	HR	\$
3002	Reserved	-	HR	\$
3003	Temporary Additional Service (TAS)	6,310	HR	\$
3004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$

Total Price for Ordering Period Two:

(b)(4)

ORDERING PERIOD THREE:
 Performance shall begin on June 1, 2012,
 and shall continue through May 31, 2013

Contract Line Item No. (CLIN)	Supplies/Services	<u>Estimated Quantity</u>	Unit of Issue	Unit Price	<u>Estimated Extended Amount</u>
--	-------------------	-------------------------------	---------------	------------	--------------------------------------

4001	Basic Service	204,735	HR	\$	
4002	Reserved	-	HR	\$	
4003	Temporary Additional Service (TAS)	6,310	HR	\$	
4004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$	

Total Price for Ordering Period Three:

(b)(4)

ORDERING PERIOD FOUR:
 Performance shall begin on June 1, 2013,
 and shall continue through May 31, 2014

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
-------------------------------	-------------------	--------------------	---------------	------------	---------------------------

5001	Basic Service	204,735	HR	\$	(b)(4)
5002	Reserved	-	HR	\$	
5003	Temporary Additional Service (TAS)	6,310	HR	\$	
5004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$	
Total Price for Ordering Period Four:					

Totals:
Base Period:
Ordering Period One:
Ordering Period Two:
Ordering Period Three:
Ordering Period Four:
Total, Base and All Ordering Periods:

NOTE: Contractor must include all per diem and travel related costs within their pricing for EGS CLINS 1003, 2003, 3003, 4003 and 5003, which must also be identified within their backup documentation accordingly.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 4200 Attn: <Victor Hidalgo> Philadelphia PA 19106		CODE OPO/FPS/SPECIAL P		7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: <Victor Hidalgo> Philadelphia PA 19106		CODE OPO/FPS/SPECIAL P	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. Attn: Derek J. Dorr 11140 ZEALAND AVE N CHAMPLIN MN 553163594				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCE5-09-A-00003 <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 04/02/2009			
CODE 045256000000		FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4 Changes pursuant to mutual agreement of the parties

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M

This modification represents the mutual agreement of the Federal Protective Service and Deco Inc.

This purpose of this modification of subject Blanket Purchase Agreement is hereby established to make the following changes:

A. Delete the Schedule of Prices as provided in modification P00005, and replace with revised schedule of prices as incorporated in this modification to add vehicle patrol requirement for the New Haven Depot, New Haven, and the Wolf Lake Depot, Hammond IN with a period of performance of 06/01/2009 through 05/31/2014. Monthly vehicle cost, in the Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Derek J. Dorr, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victor R. Hidalgo	
15B. (b)(6)	15C. DATE SIGNED 3-29-2010	16B. (b)(6)	16C. DATE SIGNED 3-29-2010

NSN Form 30 (REV. 10-83) by GSA

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>revised schedule, includes all direct and indirect costs associated with this vehicle requirement.</p> <p>Funds to cover item will be obligated by task order.</p> <p>B. Incorporate Exhibit 2B, Contractor Furnished Vehicle Requirements.</p> <p>C. Starting the effective date of this modification, change the Administrative Contracting Officer for this BPA and all subsequent BPA calls from Sally A. Arnold, to:</p> <p>Victor Hidalgo 701 Market Street, Suite (b)(6) Philadelphia, PA 19106 PH: (b)(6)</p> <p>D. All other terms and conditions remain the same.</p> <p>The Contractor, for itself, its successors, and assigns hereby unconditionally releases, remises, and forever discharges the Government, its officers, its representatives, its agents, and its civilian personnel from any and all claims, disputes, causes of action, or demands for damages of every character, known or unknown, whether in law or in equity, including but not limited to such claims for direct costs, indirect costs, delay costs, disruption costs, profit, interest, and attorney's fees arising out of, relating to, or resulting from this modification to the contract.</p> <p>Period of Performance: 06/01/2009 to 05/31/2014</p>				

Revised Schedule of Prices

NON-PERSONAL SERVICES: Contractor shall provide all labor, management, supervision, uniforms, training, transportation, materials, and equipment necessary in order to provide armed and unaermed guards for government buildings and facilities within the state of Indiana. The hours cited below are ESTIMATED annual quantities only; actual quantities required will be ordered and funded via calls under this BPA.

BASE PERIOD: Performance shall begin on June 1, 2009, and shall continue through May 31, 2010

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
-------------------------------	-------------------	--------------------	---------------	------------	---------------------------

1001	Basic Service	204,735	HR	\$	(b)(4)
1002	Reserved	-	HR	\$	
1003	Temporary Additional Service (TAS)	6,310	HR	\$	
1004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$	

Estimated Quantity	Unit of Issue	Rate/Monthly	Estimated Extended Amount
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1005	Two Post Vehicles	12	Monthly	\$	(b)(4)
------	-------------------	----	---------	----	--------

| **Total Price for Base Period:**

ORDERING PERIOD ONE: Performance shall begin on June 1, 2010, and shall continue through May 31, 2011

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
-------------------------------	-------------------	--------------------	---------------	------------	---------------------------

2001	Basic Service	204,735	HR	\$	(b)(4)
2002	Reserved	-	HR	\$	
2003	Temporary Additional Service (TAS)	6,310	HR	\$	
2004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$	

Estimated Quantity	Unit of Issue	Rate/Monthly	Estimated Extended Amount
--------------------	---------------	--------------	---------------------------

2005	Two Post Vehicles	12	Monthly	\$	(b)(4)
Total Price for Ordering Period One:					

ORDERING PERIOD TWO: Performance shall begin on June 1, 2011, and shall continue through May 31, 2012

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
-------------------------------	-------------------	--------------------	---------------	------------	---------------------------

3001	Basic Service	204,735	HR	\$	(b)(4)
3002	Reserved	-	HR	\$	
3003	Temporary Additional Service (TAS)	6,310	HR	\$	
3004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$	

Estimated Quantity	Unit of Issue	Rate/Monthly	Estimated Extended Amount
--------------------	---------------	--------------	---------------------------

3005	Two Post Vehicles	12	Monthly	\$	(b)(4)
Total Price for Ordering Period Two:					

ORDERING PERIOD THREE:
 Performance shall begin on June 1, 2012,
 and shall continue through May 31, 2013

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
-------------------------------	-------------------	--------------------	---------------	------------	---------------------------

4001	Basic Service	204,735	HR	\$	(b)(4)
4002	Reserved	-	HR	\$	
4003	Temporary Additional Service (TAS)	6,310	HR	\$	
4004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$	

Estimated Quantity	Unit of Issue	Rate/Monthly	Estimated Extended Amount
--------------------	---------------	--------------	---------------------------

4005	Two Post Vehicles	12	Monthly	\$	(b)(4)
------	-------------------	----	---------	----	--------

Total Price for Ordering Period Three:

ORDERING PERIOD FOUR:
 Performance shall begin on June 1, 2013,
 and shall continue through May 31, 2014

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
-------------------------------	-------------------	--------------------	---------------	------------	---------------------------

5001	Basic Service	204,735	HR	\$	(b)(4)
5002	Reserved	-	HR	\$	
5003	Temporary Additional Service (TAS)	6,310	HR	\$	
5004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$	

Estimated Quantity	Unit of Issue	Rate/Monthly	Estimated Extended Amount
--------------------	---------------	--------------	---------------------------

5005	Two Post Vehicles	12	Monthly	\$	(b)(4)
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Total Price for Ordering Period Four:

Totals:

Base Period:

Ordering Period One:

Ordering Period Two:

Ordering Period Three:

Ordering Period Four:

Total, Base and All Ordering Periods:

NOTE: Contractor must include all per diem and travel related costs within their pricing for EGS CLINS 1003, 2003, 3003, 4003 and 5003, which must also be identified within their backup documentation accordingly.

Part 2, EXHIBIT 2B

CONTRACTOR FURNISHED VEHICLE REQUIREMENTS

- 1. Facility: (See Posts Exhibits)
 - a. Post at the New Haven Depot, New Haven, IN.
 - b. Post at the Wolf Lake Deport, Hammond IN.

2. Equipment: Contractor Furnished Vehicle(s)

The Contractor shall furnish a vehicle or vehicles, as indicated below, which shall be used for patrol at the facility and to transport supervisors in the course of supervision duties and emergency response, as may be necessary. The vehicle(s) shall carry distinctive markings of the company, and shall be equipped with a rotation emergency roof light in compliance with applicable state and local laws. The vehicle(s) shall be available at all times during the life of the contract, and must be replaced immediately by a replacement vehicle if removed from operation for any reason(s). It is the Contractor's responsibility to register, insure, and provide proper maintenance for the vehicle(s). The vehicle(s) shall be equipped with a 10 - 15 lb. portable dry chemical, ABC extinguisher, installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers. The vehicles shall be equipped with a conventional, universal first aid kit with Airway pack, Cling bandages, and a minimum of two bite sticks.

3. Vehicle Requirements:

	Vehicle Type	Estimated Daily Hours	Days Per Week	Estimated Miles Per Day
1	4x4	24	7	40 - 55
2	4x4	24	7	40 - 55
3				
4				

4. Other vehicles, including MOPEDS, THREE-WHEELERS, MOTOR SCOOTERS, BICYCLES, etc., described as follows: - Not Applicable

5. Vehicle to be the appropriate exterior color in accordance with State of Indiana requirements that may stipulate any vehicles licensed and in support of security work support be a particular color.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE 04/26/2010		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)					
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 4200 Attn: <Victor Hidalgo> Philadelphia PA 19106		CODE OPO/FPS/SPECIAL P		7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: <Victor Hidalgo> Philadelphia PA 19106		CODE OPO/FPS/SPECIAL P					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. Attn: Derek J. Dorr 11140 ZEALAND AVE N CHAMPLIN MN 553163594				9A. AMENDMENT OF SOLICITATION NO. (X)				9B. DATED (SEE ITEM 11)			
CODE 045256000000				FACILITY CODE				X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003			
				10B. DATED (SEE ITEM 13) 04/02/2009							

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4 Changes pursuant to mutual agreement of the parties

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the Issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M

This modification represents the mutual agreement of the Federal Protective Service and Deco Inc. The purpose of this modification of subject Blanket Purchase Agreement is hereby established to make the following changes:

A. This modification hereby incorporates Attachment 1, assigning Mr. Mark Lambert as the Alternate COTR for the Indiana, and supersedes any and all prior Alternate COTR appointments which are hereby rescinded.

B. All other terms and conditions remain the same.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Stevanica Semanko - Dir. Bus. Dev.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victor R. Hidalgo	
15C. DATE SIGNED 4/26/10		18C. DATE SIGNED 4/26/10	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEC5-09-A-00003/P00007

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NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Primary COTR: Daniel Kvachkoff PH: (b)(6) Alternate COTR: Mark Lambert PH: (b)(6) Funding POC: Nyrka I. Velez PH: (b)(6) DO/DPAS Rating: NONE Period of Performance: 04/26/2010 to 05/31/2014				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

P00008

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

OPO/FPS/SPECIAL P.

7. ADMINISTERED BY (If other than Item 6)

CODE

OPO/FPS/SPECIAL P.

NPPD/FPS/Special Projects Team
U.S. Dept. of Homeland Security
Ofc. of Procurement Operations - FP
701 Market Street, Suite 4200
Attn: <Victor Hidalgo>
Philadelphia PA 19106

NPPD/FPS/Special Projects Team
U.S. Dept. of Homeland Security
Ofc of Procurement Operations - FPS
701 Market Street, Suite 4200
Attn: <Victor Hidalgo>
Philadelphia PA 19106

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

DECO, INC.
Attn: Derek J. Dorr
11140 ZEALAND AVE N
CHAMPLIN MN 553163594

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
HSCEC5-09-A-00003

10B. DATED (SEE ITEM 13)

04/02/2009

CODE 0452560000000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT.

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M

SERVICE AND LOCATION: PROFESSIONAL GUARD SERVICES AT VARIOUS LOCATIONS THROUGHOUT THE STATE OF INDIANA

GSA CONTRACT NUMBER: GS-07F-0103M

MODIFICATION P00008 IS HEREBY ISSUED TO EXTEND BLANKET PURCHASE AGREEMENT NUMBER HSCEC5-09-A-00003 AN ADDITIONAL 12 MONTHS. THE BLANKET PURCHASE AGREEMENT YEAR 1 ORDERING PERIOD IS JUNE 01, 2010 THROUGH MAY 31, 2011.

THE FOLLOWING COLLECTIVE BARGAINING AGREEMENT BETWEEN DECO, INC. AND THE COMMITTEE FOR FAIR Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Victor R. Hidalgo

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16C. DATE SIGNED

(Signature of person authorized to sign)

(b)(6)

5/22/10

NSN 7540-01-152-8070

Previous edition unusable

RD FORM 30 (REV. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEC5-09-A-00003/P00008

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NAME OF OFFEROR OR CONTRACTOR
 DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>AND EQUAL REPRESENTATION WILL BE IN EFFECT DURING THE YEAR 1 ORDERING PERIOD:</p> <p>1) WAGE DETERMINATION NO.: CBA-2010-3488, COLLECTIVE BARGAINING AGREEMENT BETWEEN DECO, INC, AND THE COMMITTEE FOR FAIR AND EQUAL REPRESENTATION EFFECTIVE 04/06/2010 THROUGH 5/31/2013.</p> <p>THE HOURLY BILLING RATES FOR BPA NUMBER HSCEC5-09-A-00003 EFFECTIVE JUNE 1, 2010 THROUGH MAY 31, 2011 ARE AS FOLLOWS:</p> <p>CLIN 2001 BASIC SERVICE: (b)(4)</p> <p>CLIN 2002 RESERVED: (b)(4)</p> <p>CLIN 2003 TEMPORARY ADDITIONAL SERVICES (TAS): (b)(4)</p> <p>CLIN 2004 EMERGENCY/SURGE SERVICE (EGS) (b)(4)</p> <p>ANY ADJUSTMENT TO THESE PRICES SHALL BE MADE IN ACCORDANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT PRICE ADJUSTMENT".</p> <p>ALL OTHER TERMS AND CONDITIONS OF BPA NUMBER HSCEC5-09-A-00003 REMAIN UNCHANGED. DO/DPAS Rating: NONE Period of Performance: 06/01/2009 to 05/31/2014</p>				

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2010-3488
Revision No.: 0
Date Of Last Revision: 5/21/2010

State: Indiana

Area: Adams

Employed on Department of Homeland Security, Federal Protective Service contract for armed security guard services /Protective Security Officers (PSO) performing services throughout the state of Indiana.

Collective Bargaining Agreement between contractor: Deco Inc., and union: Committee for Fair and Equal Representation (CFER), effective 4/6/2010 through 5/31/2013.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

Collective Bargaining Agreement

Between

DECO, Inc.

and

Committee for Fair and Equal Representation

FPS Indiana

Effective Dates

April 6, 2010

To

May 31, 2013

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COLLECTIVE BARGAINING AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT is made by and between DECO, Inc. (the “Employer” or the “Company”) and the Committee for Fair and Equal Representation (the “Union”).

ARTICLE 1 -UNION RECOGNITION

Section 1. The Company hereby recognizes the Union as the sole bargaining agent of all employees in the following unit: all full-time and regular part-time security guards employed by the Company under the Contract (as defined below) in the State of Indiana but excluding all office clerical employees, professional employees, managers, non-security personnel, temporarily assigned, substituted, and casual employees, sergeants, lieutenants, captains, assistant project manager, project manager, applicants, trainees, candidates and supervisors, as defined by the National Labor Relations Act, as amended and all other employees of the Company, pursuant to the Company’s contract with the U.S. Department of Homeland Security, Contract No. HSCEC5-09-A-00003 (the “Contract”).

Section 2. This recognition of the Union only applies to the extent the work is being performed pursuant to the Contract. Furthermore, it is agreed that (a) the Employer shall have no liability as a successor employer for events occurring before the execution of this Agreement, and (b) any past practices of the Employer which occurred prior to the date hereof are hereby merged into this Agreement.

Section 3. Whenever the words “employee” or “employees” are used in this Agreement, they designate only such employees as are covered by this Agreement. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

Section 4. The term “full-time employee” shall refer to employees who are regularly scheduled to work and regularly work thirty six (36) or more hours per regular workweek, excluding any unpaid meal or break periods, sick leave and vacations. The term “part-time employee” shall refer to employees who are regularly scheduled to work and regularly work less than thirty six (36) hours per work week, excluding any unpaid meal or break periods, sick leave and vacations.

Section 5. It is expressly understood that non-bargaining unit employees may perform bargaining unit work in emergency situations such as last minute call offs, Emergency Guard Service or other scheduling emergencies as determined necessary by the Employer and as allowed by DHS/FPS. It is also understood that as soon as possible bargaining unit employees will be assigned to those duties.

ARTICLE 2 -MANAGEMENT RIGHTS

Section 1. The Employer has the sole and exclusive right to manage its operations and to direct and assign the work force; to determine and change the methods and manner services are provided; to introduce new methods or improved methods of operations or equipment; to determine and change the size, composition and qualifications of the work force; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in its client’s facilities and operations including the right to select, hire, promote, demote, lay off, assign and train employees; to subcontract any part of its operations, including unit work; to select and determine supervisory employees; to bid or not bid, or to rebid or not rebid, contracts with its clients; to determine and change starting times, quitting times, schedules shifts and post

assignments of employees; to determine and change methods and means by which operations are to be carried on; to establish and/or abolish duties, standards of performance for employees, job classifications, operating units or departments; to establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, practices and standards/codes of conduct; and to assign duties to employees in accordance with the needs and requirements of the client and the Employer, as determined by the Employer. The exercise of the foregoing powers and rights, together with the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement and the dictates of the Government.

Section 2. The Employer shall retain the sole right to suspend, discipline and discharge employees subject only to the express and specific terms of this Agreement.

ARTICLE 3 - UNION MEMBERSHIP AND DUES CHECK-OFF

Section 1. The Union agrees that it will accept into membership any bargaining unit employee who may be required or eligible to be a member of the Union, without discrimination of any kind, and that it will not attach, as a prerequisite of such membership, and conditions more burdensome than the conditions applicable to present members of the Union.

Section 2. Subject to the provisions of Section 3 below, all present bargaining unit employees of the Employer who are members in good standing of the Union on the effective date of this subsection or of the Agreement, shall remain members of the Union in good standing as a condition of their continued employment throughout the duration of this Agreement. Further subject to the provisions of the sections below, all present bargaining unit employees of the Employer who are not members in good standing of the Union and all bargaining unit employees

hired hereafter shall become and remain members in good standing of the Union as a condition of employment no later than the day following the day on which the bargaining unit employee completes his/her probationary period as provided in the Agreement.

Section 3. Any bargaining unit employee who has failed to become a member of the union, or being or having become a member, fails to remain a member in good standing, in accordance with this section, shall be terminated from employment by the Employer effective thirty (30) calendar days after the Employer has received written notice from the President of the Union certifying that membership has been and continues to be offered to such employee on the same basis as all other members and further, that the employee has had notice and an opportunity to make all dues or initiation fee payments as required by law and the Bylaws of the Union, and that the subsequent to such notice and the period for payment, the employee remains delinquent.

The Employer shall not be found to be in violation of this Article if:

- (a) The Employer has reasonable grounds for believing that membership in the Union was not available to the employee on the same terms and conditions generally applicable to other members, or
- (b) The Employer has reasonable grounds for believing that membership in the Union was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union ; and
- (c) The Employer within ten (10) calendar days after receipt of the Union's notice of delinquency, notifies the Union in writing that it declines to terminate the employee for one of the grounds specified in (a) or (b) above, identifying the

specific ground and stating the basis for the Employer's belief that such ground is applicable.

Section 4. No provision of this Article shall apply in any state to the extent that state law may prohibit it. If under applicable law state additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

Section 5. If, in any state, the provisions of Section 2 of this Article cannot apply but an agency membership clause is permissible, the following provisions shall prevail;

- (a) Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. The parties shall neither exert any pressure on, nor discriminate against, an employee as regards such matters.
- (b) Membership in the Union is separate, apart and distinct from the assumption by an employee of his or her equal obligation to the extent that the employee receives equal benefits. The Union is required by law to represent all the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union. Accordingly, since each employee participates and shares equally in the rights, benefits and entitlements conferred by this Agreement which results from the Union's Representation of all bargaining unit employees, it is fair and appropriate that each employee in the bargaining unit pay his or her own way and assume his or her fair share of the obligations associated with such representation.

(c) In accordance with the policy set forth in this agreement, all bargaining unit employees shall, as a condition of employment and of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual due, as the same may be from time to time modified and adjusted in accordance with the procedures prescribed by law and the Union's constitution and Bylaws. For present bargaining unit employees, such payments shall commence thirty one (31) days following the effective date of execution and ratification of this Agreement, whichever is later, and for new bargaining unit employees, such payment shall commence the day following the of which the employee completes his/her probationary period as provided in this Agreement.

UNION MEMBERSHIP CHECK OFF FOR UNION DUES/AGENCY FEES

Section 1. The Employer, solely in the interest of cooperation, with the intent to advance its working relationship with the Union and not otherwise legally bound to do so, consents to honor check off cards signed by individual employees and deduct from the employee's paycheck each month, the Union dues and initiation fees as certified by the Union, and remit 1/26th the amount of the annual dues within ten (10) days to the Committee for Fair and Equal Representation (CFER) the dues and fees so deducted by the end of the month. The Union agrees that, in the event of any change in the Union's dues structure, it will notify the Employer thirty (30) days prior to the first pay period of the following month.

Section 2. Any employee, whether full-time, part-time, on leave of absence, or otherwise relegated to the inactive list, who has insufficient compensation to pay his/her dues from wages earned, shall their dues directly to the Union. Under these circumstances, Employer is not responsible for the collection of dues.

Section 3. The provisions of this Article apply to those members in the bargaining unit:

- (a) Who are represented under this recognition of the Union; and
- (b) Who are members in good standing in the Union; and
- (c) Who voluntarily complete or have previously completed the required forms for payroll deduction for union dues; and
- (d) Who receive compensation sufficient to cover the total amount of the deduction.

Section 4. The Union will be responsible for the following with regard to compliance with this Article.

- (a) Informing and education of its members on the voluntary nature of the system for the automatic payroll deductions, including those conditions for revocation.
- (b) Distribution to its members the necessary forms to consent to dues/initiation fees check offs, and employer notification of it.
- (c) Notifying the Employer in writing of;
 - (i) The names and titles of Officials authorized to make the necessary certification on any initiation fee/dues check offs;
 - (ii) The name, title and address of the Union Representatives to whom remittances should be sent, including the name of the Payee that is to appear on the check;

- (iii) Any changes in the amount of membership dues;
- (iv) The name of any employee who has been expelled or ceases to be a member in good standing in the Union;

Section 5. Subject to the provisions in this Article and all applicable state and federal laws, and during the term of this Agreement becomes effective, the Employer shall deduct from the pay of all bargaining unit employees covered by this Agreement the dues and initiation fees uniformly levied by the Union in accordance with its Constitution and Bylaws (or, where applicable, the agency fees due to the Union). Newly hired bargaining unit employees shall receive blank authorization forms from the Union Representatives. The Union shall submit the completed form to the Employer at the Employer's business office. The initiation fee/monthly dues shall become effective as of the first payroll ending within the first calendar month in which authorization form is received by the Employer.

- (a) At the beginning of the first pay period after the date of receipt by the Employer of a properly executed and certified dues check off card, the Employer will start withholding in the first month, a one-time an initiation fee of \$50.00. In the following month and thereafter for the term of this agreement. The Employee's monthly union dues will automatically be deducted from the members pay, so long as a valid dues check off card is in the possession of the Employer, and the employee has sufficient wages to pay the dues.

Section 6. Any deduction authorization shall be revocable by the employee as of the earlier of any anniversary date of the employee's execution of the authorization, or as of the expiration date of the Agreement or any successor agreement. To be effective, the employee will notify the employer in writing, signed by the employee. The Employer will cease all such union

related deductions as of that date. Written confirmation by the employee of the voluntary cessation of union initiation/withholdings by the member will be sent to the Union, not earlier than fifteen (15) days before, nor later than fifteen (15) days after, the anniversary date or expiration date as of which the authorization is being revoked.

Section 7. The Union and the Employer agree to validity of a check off card once signed by the employee and given to the Employer. The requirements for a valid dues check are found in Section 302(c) (4) of the Labor Management Relations Act, 1947, 29 U.S.C 186(c)(4), which permits Employer to withhold and remit dues to the Union, provide that the Employer has received from each employee, on whose account such deductions are made, a written assignment which shall not be irrevocable for a period of more than one year, or beyond the termination date of the applicable collective agreement, whichever occurs sooner. Union agrees to provide counsel or representation and defend indemnify and hold Employer harmless from all civil suits or administrative actions related to serving and maintaining valid due check-off cards to Employer, as required by law. Under no circumstance will payment obligations be backdated once suspended for failure to produce a newly valid check off card.

Section 8. The Employer agrees to send to the Union each month, the names of all new bargaining unit employees covered by this Agreement and the names and dates of termination or transfer of all bargaining unit employees previously covered by this Agreement whose employment has terminated or have been transferred to non-bargaining unit positions.

Section 9. The Union will notify its members, consistent with federal law, that they are entitled to an appropriate reduction in their dues if they do not want to pay to support activities not related to collective bargaining, contract administration, or grievance adjustment.

Section 10. The Union shall provide counsel or representation and indemnify, defend and save the Employer harmless against any and all demands, civil or administrative suits, or other forms of liability that shall arise out of or because of discharging or terminating any employee requested or required by the Union as a failure to comply with this Article.

Section 11. The Company's obligation(s) to enforce the particular of this Article in any case are conditional upon the Union's obligation to provide counsel or representation, defend, indemnify and hold the Company harmless. Failure by the Union to honor said obligations will alleviate the Company's obligation regarding this article only in that particular case.

Section 12. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union to be a violation of this article providing such errors are unintentional and are corrected when brought to the Company's attention.

Section 13. All of the indemnification provisions of the Article shall survive the extension, expiration or termination of this Agreement.

ARTICLE 4 -EQUAL OPPORTUNITY

Section 1. The Union and the Employer will comply with all applicable laws prohibiting discrimination on the basis of race, color, national origin, sex, religion, age, disability, union membership, or other legally protected classification. With the expressed exception of union membership, no claimed violation of this Section shall be subject to the grievance and arbitration provisions of this Agreement. Further, any action taken by the Employer to comply with the Americans with Disabilities Act, or any other state or federal law, shall not be the subject of a grievance or arbitration nor give rise to a claim that this Agreement has been violated.

Section 2. Both the Company and the Union endorse a zero tolerance policy for any form of harassment against a fellow employee, client employee or visitor to any federal facility. If the Company receives a complaint that this provision has been violated, the Company will investigate the complaint. The Company, in its sole discretion, will assess the credibility of the complainant, any witnesses and the accused. Any violation of the zero tolerance policy will result in disciplinary action.

ARTICLE 5 -PROBATIONARY PERIOD

Section 1. Newly hired employees shall be regarded as probationary employees for the first ninety (90) days they work. During their probationary period, probationary employees shall not accrue seniority under this Agreement. The Employer shall have the sole right to discipline, lay off, suspend or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance and/or arbitration provisions contained herein, which provisions, with respect to probationary employees, are hereby waived by the Union on its behalf and on behalf of bargaining unit members. The Employer, upon written notification to the Union and the affected employee, may extend any probationary period up to one additional period of thirty (30) days of work. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the employee's date of hire.

ARTICLE 6 - SENIORITY

Section 1. Seniority lists for the bargaining unit will be posted and maintained by the Employer and shall be made available to proper Union officials monthly. An employee's standing on the posted seniority list will be final unless protested in writing to the captain within twenty (20) calendar days after the list is posted each month. Thereafter, seniority may only be

protested for employees appearing on the list for the first time, and then, only within twenty (20) calendar days after the list is posted each month.

Section 2. Except as otherwise provided herein, seniority shall be measured from the employee's date of hire with the Company or a predecessor employer engaged in providing similar services provided there has been no break in seniority.

Section 3. The seniority of an employee shall be terminated for any of the following reasons:

- (a) the employee fails to report to work on the day following expiration of an authorized leave of absence;
- (b) the employee fails, while on layoff, upon notice from the Company that work is available, to timely report to the Company for work;
- (c) the employee quits or retires;
- (d) the employee's employment with the Employer is terminated for any reason; or
- (e) failure of an employee to perform work for the Employer for a period of six (6) consecutive months, or a period equal to the length of the employee's seniority, whichever is less.

ARTICLE 7 - LAYOFF AND RECALL

Section 1. Whenever it is necessary to lay off employees, or if the Contract is terminated, not extended or not renewed, the Employer may lay off employees, as it deems necessary, in the following manner:

- (a) Employees voluntarily agreeing to be laid off shall be laid off first.
- (b) Should it be necessary to further reduce the work force, probationary employees shall be laid off second;

- (c) Should it be necessary to further reduce the work force, non-probationary employees shall then be laid off in the inverse order of their seniority, all part-time employees shall be laid off before any full-time employees.

Section 2. Laid off employees are not eligible for any compensation or employer paid fringe benefits (other than unemployment compensation) during their periods of layoff.

Section 3. Employees who have been laid off will be recalled to work in the reverse order in which they were laid off.

ARTICLE 8 - DISCIPLINE

Section 1. No employee, after completion of his or her probationary period, shall be disciplined without just cause. It is agreed by the parties that in instances when an employee is removed from working under the DHS Contract by the DHS, the employee's authority to work as a security guard under the DHS Contract is otherwise removed, suspended, denied or terminated by the DHS, or the Employee no longer satisfies the DHS' qualifications for his or her position, the Employee may be terminated without recourse to the procedures under this Agreement and the employee/Union waives any claims that such removal violates any federal, state or local laws, rules and/or regulations. In such case, a copy of any written supporting documentation from or to the Government shall be provided to the affected employee or the Union. Should a non-probationary employee wish to contest a dismissal solely made by the Employer (i.e., not due to an action or request of the DHS or as otherwise provided herein), a written notice thereof shall be given to the Employer within five (5) days of the dismissal (excluding Saturdays and Sundays and holidays observed under this Agreement) in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step Two, as provided in Article 9 of this Agreement.

Section 2. Subject to the foregoing, discipline shall be applied in the following manner:

- (a) Level 1 Offense
 - (i) With respect to the first Level 1 offense, the employee will be given a verbal warning within seven (7) days after the date of the offense or when the offense is first discovered. Evidence of the verbal warning shall be placed in the employee's personnel file.
 - (ii) With respect to any second Level 1 offense, the employee will be given a written warning within seven (7) days after the date of the offense or when the offense is first discovered.
 - (iii) With respect to the third Level 1 offense, the employee shall be suspended without pay for a period of up to five (5) days at the sole discretion of the Employer. In instance where the Employer has assessed suspension to the employee, the Employer may determine when the five (5) day suspension will be served.
 - (iv) With respect to the fourth Level 1 offense, the employee may be terminated, at the sole discretion of the employer.
 - (v) A Level 1 offense shall mean the following:
 - (1) breach of the chain of command, except to the extent reasonably necessary to comply with the orders or accommodating the needs of the DHS and/or its tenants or otherwise in accordance with the policies of the Employer,

- (2) improper discussion of workplace issues with the Government; including, but not limited to, any issue that could be the subject of a grievance under this Agreement,
- (3) having personal visitors or relatives on Company or Government property while on duty,
- (4) using personal radios, televisions, computers, cell phones while on duty,
- (5) visiting or being on Government property while off duty unless utilizing the services of a Government agency located in the building,
- (6) engaging in any unauthorized outside employment,
- (7) any unexcused lateness to an assigned post,
- (8) failure to show up for scheduled work,
- (9) failure to call-off with less than four (4) hours notice (except for sickness),
- (10) inappropriate conduct directed at or involving Government employees, members of the public or contractor employees at or near the federal facilities, or while in uniform,
- (11) use of abusive or offensive language/swearing, quarreling,
- (12) conducting personal business while on duty,
- (13) failure to follow instructions and directions from supervisors in the chain of command

(b) Level 2 Offense

- (i) Subject to the foregoing, any other offense, including without limitation, the following offenses, shall subject an employee to immediate discharge:
- (ii) abuse of authority,
- (iii) neglect of duty,
- (iv) breach of security,
- (v) sabotage,
- (vi) conduct which impugns or disparages the DHS or its agents, or the Employer or its agents, to the Government or to other third parties, except when such conduct is privileged under the specific law,
- (vii) violation of a serious or repeated violations code/standards of conduct/any employee personnel policy manual of Employer and/or security guard manual,
- (viii) dishonesty, misappropriation of funds, theft, assault, intoxication or drinking on duty, or illegal use or possession of drugs and narcotics,
- (ix) immoral conduct,
- (x) fighting,
- (xi) breach of building rules or regulations,
- (xii) sleeping while on duty,
- (xiii) destruction of property,
- (xiv) criminal misconduct,

- (xv) the employee is proven to be insubordinate which includes the failure to follow direct written or verbal orders in connection with the employees employment,
- (xvi) disorderly conduct which affects the safety or security of the facility or after notice has been given,
- (xvii) improper use of a firearm or possession of a firearm, ammunition or explosives not issued or authorized by the Employer,
- (xviii) unauthorized use of company or client communication equipment, computers, internet access, telephone, or facsimile machine,
- (xix) any conduct which causes the Government to issue a monetary penalty or deduction against the Employer,
- (xx) engaging in sexual, racial or any other form of harassment or any other conduct prohibited by the Employer,
- (xxi) failure to provide written notice to the Employer and any other appropriate official of being under investigation, arrested, charged or resulting conviction of a crime or act of domestic violence,
- (xxii) improper use of official authority or credentials including misrepresentation of titles or scope of authority,
- (xxiii) lending or giving Company or Government keys or access codes to unauthorized persons,
- (xxiv) revealing security information to any unauthorized person or entity
- (xxv) being negligent or careless in a manner which could result in danger, damage, injury or loss to any employee, the Employer or the Government,

- (xxvi) threatening or intimidating co-workers, supervisors, management, any Government employees or visitors in any Government building, by words or action,
- (xxvii) failure to perform the essential elements of the employees job,
- (xxviii) falsification or concealment, removal, mutilation or destruction of any reports, documents or records,
- (xxix) concealment of material facts by willful omissions in any reports, documents or records,
- (xxx) failure to cooperate or interference with any official investigation,
- (xxxi) unreasonable delays or failure to complete job assignments,
- (xxxii) refusing to assist someone as required in post orders,
- (xxxiii) leaving a post without being properly relieved.

ARTICLE 9 -GRIEVANCE PROCEDURE

Section 1. For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a non-probationary employee. The term “days” as used in this Article shall not include Saturday, Sunday or holidays (as observed under this Agreement).

Section 2. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified shall be strictly construed but may, however, be extended by written mutual agreement. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall

constitute a waiver of moving the grievance to the next step. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure.

Section 3. All grievances shall be presented and processed in accordance with the following procedure:

- (a) Step One – A representative of the Union having a grievance on behalf of an employee(s) shall reduce the grievance to writing and present the grievance to the Lieutenant of the affected employee within five (5) days from the date the event giving rise to the grievance occurs. The written grievance shall be signed by the grieving employee and the Union and shall (i) state the facts of the grievance in detail, (ii) set forth the specific section(s) of this Agreement that are claimed violated, (iii) state the requested remedy, and (iv) include a copy of all statements and supporting documentation available to the grieving employee and the Union. The Lieutenant of the grieving employee shall countersign the grievance thereby acknowledging receipt of the grievance. The grievant, a Union Representative and the grievant's Lieutenant (or his/her designee) may meet to discuss the grievance. The Lieutenant shall give a written decision to the Union within ten (10) days after receipt of the grievance at Step One.
- (b) Step Two - If the grievance is not resolved at Step One, the Union must refer the grievance to the Captain of the affected employee within five (5) days after the Lieutenant's decision. The Captain (or his/her designee) may meet with the grievant and a Union representative to discuss the grievance. The Captain shall

give a written decision to the Union within ten (10) days after receipt of the grievance at Step Two.

- (c) Step Three – If the grievance is not resolved at Step Two, the Union must refer the grievance to the Project Manager, within five (5) days after the Captain's decision. The Project Manager (or his designee) may meet with the grievant and a Union representative to discuss the grievance. The Project Manager shall give a written decision to the Union within fifteen (15) days after receipt of the grievance at Step Three.
- (d) Step Four - Except as provided below, any grievance arising during the term of this Agreement not resolved at Step Three must be submitted to arbitration by submitting a written request thereof to the other party within thirty (30) days after the decision of the Project Manager. Service of a request for arbitration upon the Employer must be made upon the Employer's Vice President at the corporate office.
 - (i) Notwithstanding the foregoing, no individual grievant may move a grievance to Step Four. Only the Union, by letter or form executed by an authorized Union officer, who is not the grievant, may move a grievance to Step Four.
 - (ii) Notwithstanding the foregoing, no grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Contract, the Employer's adherence to the Contract or the Employer's adherence to a request, requirement or recommendation of the Government shall be

processed to Step Four since those matters are not arbitratable and no arbitrator shall have jurisdiction over such matters

- (iii) Following a proper and timely written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twenty (20) days after the date of the receipt of the request for arbitration, the Union shall immediately submit the matter to the local office of the Federal Mediation and Conciliation Service for a panel of seven (7) regionally listed Arbitrators. The Arbitrator will then be selected, and the arbitration shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service. If the Union does not submit the matter to the Federal Mediation and Conciliation Service within thirty (30) days after the request for arbitration is received by the Employer, the Union shall be deemed to have abandoned the request for arbitration, the arbitration shall be forever waived and no arbitrator shall have jurisdiction over the issues raised in the request for arbitration.
- (iv) At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses or a written record of the proceedings shall be made upon the request of either or both parties.
- (v) Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the grievance procedure or reasonably implied from the grievance.

- (vi) The arbitrator's fee and the arbitrator's expenses shall be shared equally by the parties. In all cases, the cost of any hearing room and/or transcript shall be equally shared by the parties. The expenses and compensation of any witness shall be paid by the party calling such witness or requesting such participant. Any other expenses shall be borne by the party incurring such expenses.
- (vii) The following matters are not arbitrable and the arbitrator shall have no power and no jurisdiction to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate; (c) construe this Agreement to limit the Employer's discretion; (d) interpret or apply the Service Contract Act and implications of Wage Determinations as well as any other legal obligation not referred to in this Agreement; (e) consider any matter or substitute his or her judgment for that of the Government's regarding a determination, recommendation or request of the Government, the contracting officer or other official of the Government; (f) the Employer's compliance with a recommendation, request or requirement of the Government, the contracting officer or other official of the Government; or (g) substitute his or her judgment for that of the Employer in connection with any discipline taken by the Employer against any employee if the facts found by the arbitrator substantially affirm the facts relied upon by the Employer.
- (viii) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in

this Agreement, shall be final and binding on the parties to this Agreement. Any award of back pay to an individual grieving a discharge, discipline or any other matter shall not predate the date of the grievance by more than five (5) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other income received), as well as being fully adjusted by any failure on the individual's part to properly mitigate his or her damages. Any award of front pay shall not, in the aggregate, exceed an amount equal to the employee's earnings for the 12 month period immediately preceding the date of the grievance. The arbitrator shall only have authority to award economic damages and shall have no authority to award non-economic damages such as punitive damages, emotional distress or pain and suffering damages.

ARTICLE 10 -LEAVE OF ABSENCE

Section 1. The Company will comply with, where applicable, all requirements of the federal Family and Medical Leave Act and any similar state laws. Any leaves of absence under this Agreement will run, where lawful, concurrently with any legally required leave of absence.

Section 2. An employee who engages in gainful employment with a competitor of the Company without permission from the Company, while on leave of absence shall be subject to termination, without recourse to the grievance and arbitration provisions of this Agreement.

Section 3. All leaves of absence under the terms of this Agreement or personal leaves of absence under the Company's Employee Handbook shall be for a specific designated period of

time, and an employee may return to work earlier than the specifically designated date for his return only with the consent of the Company.

Section 4. All leaves of absence must be applied for in writing and responded to in writing by the Company within fourteen (14) days of the request.

Section 5. The Company recognizes its obligation under the provision of the Uniformed Services Employment and Reemployment Right Act of 1994; such employee's shall be re-instated without penalty of losing their seniority.

Section 6. Upon written request, any employee who becomes a duly elected or duly appointed Union official shall be granted a leave of absence, without pay, not to exceed twenty (20) days in a calendar year to attend Union conventions or conferences.

ARTICLE 11 - PERSONAL TIME OFF

Section 1. All non-probationary employees shall earn up to sixty four (64) hours of paid personal time off ("PTO") per full government contract year, which hours shall accrue at the rate of up to 5.33 hours per month not to exceed sixty four (64) hours per government contract year for each month of 160 hours or more of work as an employee under the Contract. For months during which fewer hours are worked as an employee under the Contract, the accruals for those months will be prorated. Paid PTO time will only be accrued at the conclusion of each month. If an employee does not use any said personal time during a calendar year the employee will receive one additional eight (8) hours of paid personal time.

Section 2. PTO must be approved by the employee's immediate supervisor or the employee's captain and shall be taken in no less than four (4) hour increments. PTO requests which exceed the accrued amount of PTO then available to an employee will be processed as a

request for personal leave under the Company's employee handbook. Approved PTO shall be regarded as an excused absence.

Section 3. Earned PTO will be paid to each employee at the employee's base hourly rate of pay at the time earned and shall be paid on the payroll immediately following the PTO leave. Unused PTO leave will not carry over from contract year to contract year, but will be paid at 100% of the earned amount within 45 days after the end of the Government contract year.

ARTICLE 12 - SHOP STEWARDS

Section 1. The Union will notify the Company of any duly designated Shop Stewards and the effective date on which they assume said role.

Section 2. The Shop Stewards shall not interfere with the management of the business or direct any work of any employee.

ARTICLE 13 - WAGES

Section 1. Effective April 6, 2010, for non-probationary employee's working in Monroe, Laporte, Elkhart, Lake, St. Joseph and Spencer Counties area under the Contract, the base hourly wages for bargaining unit employees shall be as follows:

Armed Security Officer	\$ 17.75 per hour
EFFECTIVE JUNE 1, 2010	\$ 18.95 per hour
EFFECTIVE JUNE 1, 2011	\$ 19.65 per hour
EFFECTIVE JUNE 1, 2012	\$ 20.65 per hour
Unarmed Security Officer	\$ 14.75 per hour
EFFECTIVE JUNE 1, 2010	\$ 16.65 per hour
EFFECTIVE JUNE 1, 2011	\$ 17.65 per hour
EFFECTIVE JUNE 1, 2012	\$ 18.65 per hour

Section 2. Effective April 6, 2010, for probationary employee's working in working in Monroe, Laporte, Elkhart, Lake, St. Joseph and Spencer Counties under the Contract, the base hourly wages for bargaining unit employees shall be as follows:

Armed Security Officer	\$ 14.75 per hour
EFFECTIVE JUNE 1, 2010	\$ 16.65 per hour
EFFECTIVE JUNE 1, 2011	\$ 17.65 per hour
EFFECTIVE JUNE 1, 2012	\$ 18.65 per hour
Unarmed Security Officer	\$ 11.75 per hour
EFFECTIVE JUNE 1, 2010	\$ 15.65 per hour
EFFECTIVE JUNE 1, 2011	\$ 16.65 per hour
EFFECTIVE JUNE 1, 2012	\$ 17.65 per hour

Notwithstanding the above, probationary employees working in the working in Monroe, Laporte, Elkhart, Lake, St. Joseph and Spencer Counties under the Contract with a date of hire prior to the actual date this Agreement is executed by the parties, will receive the base hourly wage of non-probationary employees under Section 1 above.

Section 3. Effective April 6, 2010, for non-probationary employee's working in Montgomery, Tippecanoe, Madison, Bartholomew, Marion, Delaware, Grant, Wayne and Vigo Counties under the Contract, the base hourly wages for bargaining unit employees shall be as follows:

Armed Security Officer	\$ 18.37 per hour
EFFECTIVE JUNE 1, 2010	\$ 19.65 per hour
EFFECTIVE JUNE 1, 2011	\$ 20.65 per hour
EFFECTIVE JUNE 1, 2012	\$ 21.65 per hour
Unarmed Security Officer	\$ 15.37 per hour
EFFECTIVE JUNE 1, 2010	\$ 17.65 per hour
EFFECTIVE JUNE 1, 2011	\$ 18.65 per hour
EFFECTIVE JUNE 1, 2012	\$ 19.65 per hour

Section 4. Effective April 6, 2010, for probationary employee's working in Montgomery, Tippecanoe, Madison, Bartholomew, Marion, Delaware, Grant, Wayne and Vigo Counties under the Contract, the base hourly wages for bargaining unit employees shall be as follows:

Armed Security Officer	\$ 15.37 per hour
EFFECTIVE JUNE 1, 2010	\$ 17.65 per hour

EFFECTIVE JUNE 1, 2011	\$ 18.65 per hour
EFFECTIVE JUNE 1, 2012	\$ 19.65 per hour
Unarmed Security Officer	\$ 12.37 per hour
EFFECTIVE JUNE 1, 2010	\$ 16.65 per hour
EFFECTIVE JUNE 1, 2011	\$ 17.65 per hour
EFFECTIVE JUNE 1, 2012	\$ 18.65 per hour

Notwithstanding the above, probationary employees working in Montgomery, Tippecanoe, Madison, Bartholomew, Marion, Delaware, Grant, Wayne and Vigo Counties under the Contract with a date of hire prior to the actual date this Agreement is executed by the parties, will receive the base hourly wage of non-probationary employees under Section 3 above.

Section 5. Effective April 6, 2010, for non-probationary employee's working in Jefferson, Floyd, Porter and Knox Counties under the Contract, the base hourly wages for bargaining unit employees shall be as follows:

Armed Security Officer	\$ 17.05 per hour
EFFECTIVE JUNE 1, 2010	\$ 18.25 per hour
EFFECTIVE JUNE 1, 2011	\$ 19.45 per hour
EFFECTIVE JUNE 1, 2012	\$ 20.65 per hour
Unarmed Security Officer	\$ 14.05 per hour
EFFECTIVE JUNE 1, 2010	\$ 16.25 per hour
EFFECTIVE JUNE 1, 2011	\$ 17.45 per hour
EFFECTIVE JUNE 1, 2012	\$ 18.65 per hour

Section 6. Effective April 6, 2010, for probationary employee's working in Jefferson, Floyd, Porter and Knox Counties under the Contract, the base hourly wages for bargaining unit employees shall be as follows:

Armed Security Officer	\$ 14.05 per hour
EFFECTIVE JUNE 1, 2010	\$ 16.25 per hour
EFFECTIVE JUNE 1, 2011	\$ 17.45 per hour
EFFECTIVE JUNE 1, 2012	\$ 18.65 per hour
Unarmed Security Officer	\$ 11.05 per hour
EFFECTIVE JUNE 1, 2010	\$ 15.25 per hour
EFFECTIVE JUNE 1, 2011	\$ 16.45 per hour

EFFECTIVE JUNE 1, 2012 \$ 17.65 per hour

Notwithstanding the above, probationary employees working in Jefferson, Floyd, Porter and Knox Counties under the Contract with a date of hire prior to the actual date this Agreement is executed by the parties, will receive the base hourly wage of non-probationary employees under Section 5 above.

Section 7. Effective April 6, 2010, for non-probationary employee's working in Vanderburgh, De Kalb, Allen and Howard Counties under the Contract, the base hourly wages for bargaining unit employees shall be as follows:

Armed Security Officer	\$ 16.28 per hour
EFFECTIVE JUNE 1, 2010	\$ 17.50 per hour
EFFECTIVE JUNE 1, 2011	\$ 18.70 per hour
EFFECTIVE JUNE 1, 2012	\$ 19.90 per hour

Unarmed Security Officer	\$ 13.28 per hour
EFFECTIVE JUNE 1, 2010	\$ 15.50 per hour
EFFECTIVE JUNE 1, 2011	\$ 16.70 per hour
EFFECTIVE JUNE 1, 2012	\$ 17.90 per hour

Section 8. Effective April 6, 2010, for probationary employee's working in Vanderburgh, De Kalb, Allen and Howard Counties under the Contract, the base hourly wages for bargaining unit employees shall be as follows:

Armed Security Officer	\$ 13.28 per hour
EFFECTIVE JUNE 1, 2010	\$ 15.50 per hour
EFFECTIVE JUNE 1, 2011	\$ 16.70 per hour
EFFECTIVE JUNE 1, 2012	\$ 17.90 per hour

Unarmed Security Officer	\$ 10.28 per hour
EFFECTIVE JUNE 1, 2010	\$ 14.50 per hour
EFFECTIVE JUNE 1, 2011	\$ 15.70 per hour
EFFECTIVE JUNE 1, 2012	\$ 16.90 per hour

ARTICLE 14 -HOURS OF WORK AND OVERTIME

Section 1. Shifts and post assignments shall be scheduled in the discretion of the Employer to fulfill the needs of the client. Nothing contained herein shall guarantee to any employee (i) any number of hours of work per day or week, (ii) any particular shift, or (iii) any particular post assignment.

Section 2. An overtime rate of one and one-half (1½) times an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a workweek.

Section 3. Overtime or premium pay shall not be pyramided, compounded or paid twice for the same hours worked.

Section 4. Employees may be required to work beyond the hours scheduled on a particular day. In such case, the employee shall be required to work such overtime or beyond scheduled hours unless the employee is excused by the Employer. If an employee is not relieved at the end of his/her shift, the employee may be required to remain on post until relieved. Failure to accept assignments or remain on post when not excused by a supervisor shall be grounds for discipline, including without limitation, termination.

Section 5. Employees are required to report for work at their scheduled starting times. Employees shall sign in and out on GSA Form 139 applicable to his or her post.

Section 6. If a reduction in coverage by the Government is required and security officers hours are temporarily reduced, then full time employees will be given preference for work hours available during the reduction. In such event, a sign-up sheet will be posted and hours will be scheduled based upon the seniority of the full time employees signing.

Section 7. Any unplanned overtime shall be filled at the sole discretion of the Employer.

Section 8. In filling available planned overtime, the employee with the most seniority that signs the overtime list shall be offered overtime on a rotating basis with the other employees signing the overtime list. If the employee either declines or works the overtime, then the employee will be moved to the bottom of the overtime list and the employee with the next highest seniority shall be offered overtime. This process shall continue until the overtime is filled or entire overtime list is exhausted once and the process shall not re-start with each planned overtime situation. If no employees signing the overtime list agree to work overtime, then the employee with the least seniority who signed the overtime list shall be required to work the overtime on a rotating basis with all other employees who signed the overtime list in the reverse order of seniority. If an employee who signed the overtime list refuses to work overtime twice, then that employee will be removed from the overtime list. If no employees sign the overtime list or if all employees that signed the overtime list are removed from the overtime list as provided herein, then the planned overtime may be filled by the Employer at its sole discretion without or without bargaining unit members.

Section 9. No overtime will be worked except by prior direction of the proper supervisory personnel of the Company.

ARTICLE 15 - VACATIONS

Section 1. Full-time non-probationary employees who work full time hours for the entire year prior to reaching their anniversary date shall be entitled to annual vacation pay, based on their continuous years of service in federal client-contracted security with the Employer (and

its predecessor contractors) and their base hourly wage at the time payment is made, in accordance with the following schedule:

Upon completion of one (1) year of service	80 hours
Upon completion of five (5) years of service	120 hours
Upon completion of ten (10) years of service	200 hours
Upon completion of fifteen (15) years of service	240 hours

Section 2. All other non-probationary employees shall be entitled to vacation pay as set forth above, but on a prorated basis as calculated by the percentage of non-overtime hours worked the prior year as compared to 2,080 hours.

Section 3. Each non-probationary employee who qualifies for a vacation in accordance with the provisions of this Article shall notify the Employer in writing after May 1 and prior May 30th of each year of his or her first and second choice for desired vacation periods, if any. Notwithstanding the foregoing, and unless the Employer agrees otherwise, an employee who qualifies for a vacation in accordance with this Article may request time off for a vacation at least sixty (60) days prior to the requested vacation time off. The Employer shall notify employees in writing whether their vacation request is granted or denied (i) by June 10 of each year for vacation requests submitted pursuant to the first sentence of this section, or (ii) within ten (10) days after receipt of a vacation request submitted pursuant to the second sentence of this section. The Employer's Captain (or other appropriate Company representative) will attempt to approve vacation schedules so as to be mutually satisfactory to the employee and the Employer; provided, however, that (i) no more than five percent (5%) of employees may take vacation time off at the same time, (ii) the final scheduling of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations, and (iii) previously approved vacations will not be changed without the consent of the employee with the previously approved vacation.

Section 4. Earned vacation pay shall be paid within thirty (30) days of the employee's anniversary date of employment. Vacation time will be taken without additional pay.

Section 5. Vacation time shall not be cumulative from one year to the next.

Section 6. Length of service with the Employer shall not accrue for purpose of vacation benefits while an employee is on a leave of absence.

Section 7. If a full-time employee is on a leave of absence for more than thirty (30) days in any employment year, then vacation pay shall be paid on a prorated basis by calculating the percentage of non-overtime hours worked during such year as compared to 2,080 hours.

Section 8. Notwithstanding the foregoing, if there is an extension of the Contract, then the paid vacation schedule described in Section 1 above shall remain in effect during such extension.

ARTICLE 16 - HEALTH AND WELFARE

Section 1. The Employer will make Health and Welfare Allowance payments to non-probationary employees for the first forty (40) hours of any workweek actually worked at the rate of \$3.30 per hour. No employee shall receive Health and Welfare Allowance payments for more than 2,080 hours per Government contract year.

Effective JUNE 1, 2010 the Health and Welfare Allowance will increase to \$3.50 per hour

Effective JUNE 1, 2011 the Health and Welfare Allowance will increase to \$3.70 per hour

Effective JUNE 1, 2012 the Health and Welfare Allowance will increase to \$3.90 per hour

Section 2. Notwithstanding the foregoing, if there is an extension of the Contract, then the Health and Welfare Allowance payments described in above shall remain in effect during such extension.

ARTICLE 17 - RETIREMENT ALLOWANCE

Section 1. The Employer will make a retirement allowance payment to each non-probationary employee at the rate of \$.80 per hour for each regular hour worked up to forty (40) hours per week, not to exceed 2,080 per year.

Effective JUNE 1, 2010 the retirement allowance will increase to \$0.90 per hour
Effective JUNE 1, 2011 the retirement allowance will increase to \$1.00 per hour
Effective JUNE 1, 2012 the retirement allowance will increase to \$1.10 per hour

ARTICLE 18 - HOLIDAYS

Section 1. Full time non-probationary employees working under the Contract will receive the following 13 paid holidays: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Labor Day, Independence Day, Memorial Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day and the employee's birthday.

Section 2. Regular full-time non-probationary employees who are not required to work on a holiday shall be paid eight (8) times his or her base hourly straight time wage rate, exclusive of any shift, overtime, or fringe benefit payments. To the extent permitted by applicable law, an employee will be paid holiday pay only if:

- (a) The employee works as scheduled or assigned both on his/her last scheduled work day prior to and his/her first scheduled work day after the day on which the holiday is observed, and
- (b) The employee is not laid off or on a leave of absence.

Section 3. Any regular full time non-probationary employee who works as scheduled on a holiday shall receive the employee's regular rate for all hours worked and, in addition, shall receive eight (8) hours holiday pay providing the employee meets the requirements of Section 2, above.

Section 4. An employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the employee's holiday pay and shall be subject to discipline under this Agreement.

Section 5. Any regular part-time employee who works as scheduled on a holiday shall receive the employee's base hourly straight time wage rate for all hours worked plus prorated holiday pay, not to exceed 8 hours, based on the number of hours worked by the employee during the week preceding the holiday divided by forty (40), which fraction shall be multiplied by eight (8). Holiday pay for regular part-time employees who do not work on a holiday and who meet the eligibility requirements set out in Section 2, above, shall be paid only a proration of the full time benefit, not to exceed 8 hours, based on the number of hours worked by the employee during the week preceding the holiday divided by forty (40), which fraction shall be multiplied by eight (8).

ARTICLE 19 - BEREAVEMENT LEAVE

Section 1. Non-probationary armed guards shall be eligible for up to three (3) days of paid bereavement leave per full Government contract year (which begins on June 1) for purposes of attending, on a day otherwise scheduled to work, the funeral of a parent, parent-in-law, spouse, child, sibling or sibling-in-law.

Section 2. Non-probationary unarmed guards shall be eligible for up to one (1) day of paid bereavement leave per full Government contract year (which begins on June 1) for purposes

of attending, on a day otherwise scheduled to work, the funeral of a parent, parent-in-law, spouse, child, sibling or sibling-in-law.

Section 3. The employee must provide his/her immediate supervisor with at least twenty-four (24) hours prior written notice, whenever possible, of the need for funeral leave in order to be paid this benefit. Verifiable information (i.e. an obituary or name of funeral home or cemetery) and the employee's relationship with the deceased person must be provided to the Employer.

Section 4. Bereavement leave shall not be cumulative, nor will it be payable if not used. This benefit shall be paid based upon the base hourly straight time wage rate of the employee, not to exceed eight (8) hours per day.

ARTICLE 20 - UNIFORMS AND UNIFORM ALLOWANCE PAYMENTS

Section 1. The Employer will make Uniform Allowance payments to non-probationary employees at the rate of \$0.30 per hour, for each hour worked up to forty (40) hours per week, not to exceed 2,080 per year.

Effective JUNE 1, 2010 the Uniform allowance will increase to \$0.35 per hour

Effective JUNE 1, 2011 the Uniform allowance will increase to \$0.40 per hour

Effective JUNE 1, 2012 the Uniform allowance will increase to \$0.45 per hour

Section 2. Upon termination of employment, all company-issued uniforms and equipment shall be returned to the Company. Returned clothing shall be cleaned and returned as it was given to the employee at the time of entering into the Contract. The cost for any missing items and/or the cost of cleaning shall be the actual cost to the Employer and shall be deducted from the employee's final payroll check.

ARTICLE 21 - COMPANY REGULATIONS

Section 1. Any rules, regulations or directives which are now in effect, or which may be later imposed upon the Company by its Client, or any other Governmental Agency having jurisdiction, after the Company and the Union meet and discuss the impact and effects, will apply with equal force and effect to the employees hereunder. Employees are also required to adhere to Company Rules and Regulations.

ARTICLE 22 - NO STRIKE – NO LOCKOUT

Section 1. During the term of this Agreement, and any renewal or extension thereof, neither the Union, its officers, officials, representatives, agents, members, or any employee will authorize, instigate, aid, condone, promote, participate in, engage in any strike, including sympathy strike, work stoppage, slowdown, planned inefficiency, boycott, sit-down, sit-in, or other interruption with the Company's work or the business of the Company, or any impeding of business of the Company, regardless of whether there is a claim by the Union of breach of this Agreement, or of any federal, state, or local law. Any employee or employees who violate the provisions of this Article will be subject to disciplinary action up to and including termination.

Section 2. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.

Section 3. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

Section 4. During the term of this Agreement, the Company will not lock out the employees.

ARTICLE 23 - EMPLOYEE INJURY

Section 1. An employee injured during working hours shall receive the rest of the day off without loss of pay for that day, providing that the report of medical treatment is provided to the Company confirming that the employee is not to return to work that day. In accordance with Company policy, the employee must report an injury or injuries occurring on the job to his immediate supervisor as soon as possible after sustaining the injury. The employee will report the injury or injuries during the same work shift that the employee is working when the injury occurred. Medical attention will be as directed by the Supervisor/Project Manager, who will also insure prompt submission of documentation for worker's compensation purpose.

ARTICLE 24 -DRUG AND ALCOHOL POLICY

Section 1. The Employer may, from time to time, (a) randomly test any bargaining unit employee, (b) test any bargaining unit employee based upon the Government's or the Employer's reasonable suspicion, (c) test any employee involved in any discharge of his or her weapon (except at the gun range), any accident or any workplace injury, (d) test any employee as part of their government required physical examination, or (e) test any bargaining unit employee as allowed under any applicable federal, state or local law for the use of illegal drugs. Such testing will be in accordance with the procedures described in The Mandatory Guidelines for Federal Workplace Drug Testing Programs, initially published by the U.S. Department of Health and Human Services, as amended from time to time, and in conformance with applicable state laws, if any. There shall be no discrimination against bargaining unit employees and such testing

will be conducted by the Employer under a program and procedures of uniform applicability to all the bargaining unit employees.

Section 2. The Union and the Employer agree that there shall be a zero tolerance policy for illegal drug use. If the results of a drug test are positive for illegal drugs, the Employer may terminate the employee without recourse by the employee or the Union to the grievance and arbitration procedures under of this Agreement and without any other recourse by the Union or the employee against the Employer.

Section 3. The Union and the Company agree to abide by the Company's substance abuse policy.

ARTICLE 25 - GOVERNMENT REQUIREMENTS

Section 1. The parties recognize that they are providing a service to the United States Government. Therefore, the administration of the terms of this Agreement are subject to the written directives of the Government. The Government may supersede any understanding regarding post assignments, hours, shifts, credentials, qualifications, as the Government deems to be in the interest of the Government.

Section 2. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, assignments, work rules, drug testing,), or with the requirements of the Service Contract Act, the Employer will be permitted to adhere to those requirements without recourse by the Union or any employee to the grievance and arbitration procedures under this Agreement. However, the waiver of the grievance and arbitration procedure in this section is conditional upon the company providing the union with any written proof and/or confirmation of the

Government requirement(s) cited in this section and the Company agreeing to meet and discuss the impact and effect of any such requirement(s) prior to implementing same.

ARTICLE 26 - EXAMINATIONS

Section 1. Employees entering the service of the Company may be required to successfully pass a physical/medical/psychological examination and drug screen, physical test and weapons test, specified by the Contract or Company Policy or should the Employer have concerns regarding an employee's fitness for duty. At any time thereafter, an employee may be subject to further physical/medical/psychological examinations and testing during the course of his or her employment or recall to service after leave of absence. Any Company-directed physical/medical/psychological or drug testing will be at the Company's expense.

ARTICLE 27 - GENERAL

Section 1. It is the obligation of the employee to keep the Company and Union informed of his or her current address and telephone number within one (1) week of any change.

Section 2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.

Section 3. Employees are required as a condition of employment or continued employment to possess certain security clearances, suitability, licenses and/or certifications (including weapons' certifications). These requirements are subject to modification as determined by the client. The Company will pay all refresher training required hours the Company deems necessary for the employee to complete weapons recertification.

Section 4. Employees entering service with the Company agree that the Company will perform personal background checks and verification of employee provided references. Submission of information, determined to be false, relative to background data, qualifications, experience and or references, or revelation of detrimental information prejudicial to the Company's interest, will subject the employee to and is defined as conduct warranting discharge for cause.

Section 5. Neither Union officials nor Union members shall, during working time (excluding unpaid break or unpaid lunch periods), solicit membership, receive applications, hold individual and/or group meetings of any kind for the transaction of Union business, or conduct any Union activity or investigation, including the administration or monitoring of the Employer's compliance with this Agreement.

Section 6. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union for the life of this Agreement each voluntarily and without qualification waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 7. This Agreement constitutes the full and complete agreement between the Company and the Union, it being understood that nothing shall be implied as being binding on

the parties except to the extent expressly set forth in this Agreement. Moreover, this Agreement fully supersedes any and all prior commitments, understandings or practices, whether written or oral, express or implied, between the Employer, the Union and/or the employees.

Section 8. This Agreement can only be modified or be re-negotiated by the express, written and signed agreement of both parties.

ARTICLE 28 - TERM AND DURATION

Section 1. This Agreement shall be in full force and effect on April 6, 2010, and shall remain in full force and effect until midnight on May 31, 2013 and from year to year thereafter unless, not more than sixty (60) days prior to the end of the then current term, either of the parties gives written notice to the other of an intent to terminate, modify, amend and/or renew the Agreement at the end of its then current term. If the parties fail to provide timely notice to amend, terminate, or otherwise re-negotiate a new collective bargaining agreement, then this Agreement shall automatically renew for successive one year periods. Notwithstanding the foregoing, this Agreement shall not become effective unless it is signed by the parties hereto and ratified by the bargaining unit.

Section 2. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the client of its relationship with the Employer to provide security services as described in Article 1 of this Agreement. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement as of the 6th day of April, 2010.

DECO I
[Redacted Signature Box]
(b)(6)

Andy Pierucki

CFER Union
[Redacted Signature Box]
(b)(6)

Nancy Wnuk

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 5

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00009

See Block 16C

6. ISSUED BY

CODE

OPO/FPS/SPECIAL P

7. ADMINISTERED BY (If other than Item 6)

CODE

OPO/FPS/SPECIAL PE

NPPD/FPS/Special Projects Team
 U.S. Dept. of Homeland Security
 Ofc. of Procurement Operations - FP
 701 Market Street, Suite 4200
 Attn: <Victor Hidalgo>
 Philadelphia PA 19106

NPPD/FPS/Special Projects Team
 U.S. Dept. of Homeland Security
 Ofc. of Procurement Operations - FPS
 701 Market Street, Suite 4200
 Attn: <Victor Hidalgo>
 Philadelphia PA 19106

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

DECO, INC.
 Attn: Derek J. Dorr
 11140 ZEALAND AVE N
 CHAMPLIN MN 553163594

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.
 HSCEC5-09-A-00003

10B. DATED (SEE ITEM 13)

CODE 0452560000000

FACILITY CODE

04/02/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) (b)(4)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(b)(4)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Victor R. Hidalgo

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16C. DATE SIGNED

(Signature of person authorized to sign)

(b)(6)

5-22-10

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEC5-09-A-00003/P00009

PAGE OF
2 5

NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(4)				
	<p>B. All other terms and conditions remain the same.</p> <p>Alternate COTR: Mark Lambert PH: (b)(6)</p> <p>Funding POC: Nvrka L. Velez PH: (b)(6)</p> <p>DO/DPAS Rating: NONE Period of Performance: 06/01/2009 to 05/31/2014</p>				

Pages 369 through 371 redacted for the following reasons:

(b)(4), (b)(6)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 4200 Attn: <Victor Hidalgo> Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: <Victor Hidalgo> Philadelphia PA 19106	CODE OPO/FPS/SPECIAL PF
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. Attn: Derek J. Dorr 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0452560000000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003	
		10B. DATED (SEE ITEM 13) 04/02/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 52.222-43, Fair Labor Standards Act and Service Contract Act

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M

Points of Contact:

COTR: Mark Lambert (b)(6)

Budget: Alam Cabello (b)(6)

Contracts: Victor Hidalgo (b)(6)

1. The purpose of this modification is to execute the appropriate Service Contract Act (SCA) Price Adjustment reflecting changes associated with the Collective Bargaining Agreement between Deco, Inc. and Committee For Fair and Equal Representation (CFER) effective April 6, 2010 as incorporated into this Blanket Purchase Agreement via modification P00008 executed on 05/22/2010.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Ron Hiesel Vice President	15C. DATE SIGNED 11/08/10	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victor R. Hidalgo	16C. DATE SIGNED 11/09/10
(b)(6)		(b)(6)	

NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. This modification is conducted in accordance with FAR 52.222-44 <input type="checkbox"/> Fair Labor Standards Act and Service Contract Act (41.C.F.R), and Labor Standards (29 C.F.R. 4.171-4.177).</p> <p>3. The request for adjustment submitted by Deco, Inc. via email on 10/08/10 has been evaluated and determined to be acceptable by the government.</p> <p>4. As a result of this modification, the hourly rates for Guard II (Regular Productive, Temporary Additional Services, and Emergency Guard Services) are hereby increased by <input type="text" value="(b)(4)"/> Basic and <input type="text" value="(b)(4)"/> and TAS Services are increased to <input type="text" value="(b)(4)"/> and Emergency Guard Services are increased to <input type="text" value="(b)(4)"/>.</p> <p>5. The period of performance is 06-01-2010 to 05-31-2011.</p> <p>6. The Adjusted Schedule of Prices is increased by <input type="text" value="(b)(4)"/>. From <input type="text" value="(b)(4)"/> To: <input type="text" value="(b)(4)"/></p> <p>7. The contractor agrees to the terms of this modification and releases the Government from any and all liability under this contract for further equitable and/or price adjustments (including, but not limited to, claims and causes of action for the recovery of direct costs, indirect costs, delay costs, disruption costs, profit, interest, attorney's fees, damages, etc.) in connection with this modification and the facts and circumstances giving rise to this modification. The contractor acknowledges that this release pertains to itself, its successors and assigns and that this modification constitutes the complete agreement of the parties.</p> <p>8. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE Period of Performance: 06/01/2009 to 05/31/2014</p>				

Revised Schedule of Prices

Base Period of Performance:
June 1, 2009 to May 31, 2010

Period of Performance:
June 1, 2009 to May 31, 2010

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
-------------------------------	-------------------	--------------------	---------------	------------	---------------------------

1001	Basic Service	204,735	HR	\$	(b)(4)
1002	Reserved	-	HR	\$	
1003	Temporary Additional Service (TAS)	6,310	HR	\$	
1004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$	

Estimated Quantity	Unit of Issue	Rate/Monthly	Estimated Extended Amount
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1005	Two Post Vehicles	12	Monthly	\$	(b)(4)
Total Price for Base Period:					

Revised Schedule of Prices

Option Year One
June 1, 2010 to May 31, 2011

Option Year One
June 1, 2010 to May 31, 2011

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
--------------------------------------	--------------------------	---------------------------	----------------------	-------------------	----------------------------------

2001	Basic Service	204,735	HR	\$	(b)(4)
2002	Reserved	-	HR	\$	
2003	Temporary Additional Service (TAS)	6,310	HR	\$	
2004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$	

Estimated Quantity	Unit of Issue	Rate/Monthly	Estimated Extended Amount
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2005	Two Post Vehicles	12	Monthly	\$	(b)(4)
Total Price for Ordering Period One:					

Revised Schedule of Prices

Option Year Two
June 1, 2011 to May 31, 2012

Option Year Two
June 1, 2011 to May 31, 2012

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
--------------------------------------	--------------------------	---------------------------	----------------------	-------------------	----------------------------------

3001	Basic Service	204,735	HR	\$	(b)(4)
3002	Reserved	-	HR	\$	
3003	Temporary Additional Service (TAS)	6,310	HR	\$	
3004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$	

Estimated Quantity	Unit of Issue	Rate/Monthly	Estimated Extended Amount
---------------------------	----------------------	---------------------	----------------------------------

3005	Two Post Vehicles	12	Monthly	\$	(b)(4)
Total Price for Ordering Period Two:					

Revised Schedule of Prices

Option Year Three
June 1, 2012 to May 31, 2013

Option Year Three
June 1, 2012 to May 31, 2013

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
-------------------------------	-------------------	--------------------	---------------	------------	---------------------------

4001	Basic Service	204,735	HR	\$	(b)(4)
4002	Reserved	-	HR	\$	
4003	Temporary Additional Service (TAS)	6,310	HR	\$	
4004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$	

Estimated Quantity	Unit of Issue	Rate/Monthly	Estimated Extended Amount
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4005	Two Post Vehicles	12	Monthly	\$	(b)(4)
Total Price for Ordering Period Three:					

Total Price for Ordering Period Three:

Revised Schedule of Prices

Option Year Four
June 1, 2013 to May 31, 2014

Option Year Four
June 1, 2013 to May 31, 2014

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
--------------------------------------	--------------------------	---------------------------	----------------------	-------------------	----------------------------------

5001	Basic Service	204,735	HR	\$	(b)(4)
5002	Reserved	-	HR	\$	
5003	Temporary Additional Service (TAS)	6,310	HR	\$	
5004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$	

Estimated Quantity	Unit of Issue	Rate/Monthly	Estimated Extended Amount
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5005	Two Post Vehicles	12	Monthly	\$	(b)(4)
------	-------------------	----	---------	----	--------

Total Price for Ordering Period Four:

Totals:
Base Period:
Ordering Period One:
Ordering Period Two:
Ordering Period Three:
Ordering Period Four:
Total, Base and All Ordering Periods:

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 4200 Attn:<Rayshiena Mitchell> Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: <Rayshiena Mitchell> Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. Attn: Derek J. Dorr 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0452560000000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003	
		10B. DATED (SEE ITEM 13) 04/02/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M

Points of Contact:

COTR: Mark Lambert (b)(6)

Budget: Alam Cabello (b)(6)

Contracts: Rayshiena Mitchell (b)(6)

1. The following FAR clauses are hereby incorporated by reference into the subject BPA-52.212-4 (JUN 2010), FAR 52.212-5 ALT II (JUL 2010), 52.203.15 (JUN 2010), and 52.204-11 (JUL 2010).

The Contractor is hereby notified that the Recovery Accountability and Transparency Board
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stacy Powell
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED (b)(6)
	16C. DATE SIGNED 4/25/2011

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEC5-09-A-00003/P00011

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>has a poster available at: http://www.recovery.gov/Contact/ReportFraud/Documents/Whistleblower+Poster.pdf which the contractor may use to meet the posting requirements of FAR 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.</p> <p>2. All other terms and conditions remain unchanged. DO/DPAS Rating: NONE Period of Performance: 06/01/2009 to 05/31/2014</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 4200 Attn:<Rayshiena Mitchell> Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P.	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: <Rayshiena Mitchell> Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P.
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. Attn: Derek J. Dorr 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0452560000000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003	
		10B. DATED (SEE ITEM 13) 04/02/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M
GSA CONTRACT NUMBER: GS-07F-0103M
SERVICE AND LOCATION: PROFESSIONAL GUARD SERVICES AT VARIOUS LOCATIONS THROUGHOUT THE STATE OF INDIANA

Points of Contact:
ACOTR: Mark Lambert (b)(6)
Budget: Alam Cabello (b)(6)
Contracts: Rayshiena Mitchell (b)(6)

1) MODIFICATION P00012 IS HEREBY ISSUED TO EXTEND BLANKET PURCHASE AGREEMENT NUMBER
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stacy Powell	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. (b)(6)	16C. DATE SIGNED 5/12/2011

NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>HSCEC5-09-A-00003 AN ADDITIONAL 12 MONTHS. THE BLANKET PURCHASE AGREEMENT YEAR 2 ORDERING PERIOD IS JUNE 01, 2011 THROUGH MAY 31, 2012.</p> <p>2) The Collective Bargaining Agreement (CBA) between DECO, Inc. and Committee for Fair and Equal Representation was incorporated into the BPA HSCEC5-09-A-00003 P00008 and remains valid until May 31, 2013.</p> <p>3) THE HOURLY BILLING RATES FOR BPA NUMBER HSCEC5-09-A-00003 EFFECTIVE JUNE 1, 2011 THROUGH MAY 31, 2012 ARE AS FOLLOWS:</p> <p>CLIN 3001 BASIC SERVICE: (b)(4)</p> <p>CLIN 3002 RESERVED: (b)(4)</p> <p>CLIN 3003 TEMPORARY ADDITIONAL SERVICES (TAS): (b)(4)</p> <p>CLIN 3004 EMERGENCY/SURGE SERVICE (EGS) (b)(4)</p> <p>ANY ADJUSTMENT TO THESE PRICES SHALL BE MADE IN ACCORDANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT PRICE ADJUSTMENT".</p> <p>4) ALL OTHER TERMS AND CONDITIONS OF BPA NUMBER HSCEC5-09-A-00003 REMAIN UNCHANGED. DO/DPAS Rating: NONE Period of Performance: 06/01/2009 to 05/31/2014</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 4200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P.	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL PF
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. Attn: Derek J. Dorr 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0452560000000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003	10B. DATED (SEE ITEM 13) 04/02/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M
BPA for armed guard services throughout the State of Indiana.

A. This modification hereby incorporates Attachment 1, assigning Mr. Charles Kirk as an Alternate COTR for the State of Indiana BPA.

Points of Contact:

Primary COTR: Daniel Kvachkoff (b)(6)
ACOTR: Mark Lambert
ACOTR: Chrales Kirk (b)(6)
Budget: Alam Cabell
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victor R. Hidalgo
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED (b)(6)
	16C. DATE SIGNED 8/5/2011 Officer

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEC5-09-A-00003/P00013

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DO/DPAS Rating: NONE Period of Performance: 06/01/2009 to 05/31/2014				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. None	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 4200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P.	7. ADMINISTERED BY (If other than Item 6)	CODE OPO/FPS/SPECIAL PF
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. Attn: Derek J. Dorr 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 045256000000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003	10B. DATED (SEE ITEM 13) 04/02/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52-212-4 Pursuant to mutual agreement of the parties

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 1 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M
BPA for armed guard services throughout the State of Indiana.

A. This modification hereby incorporates into the subject BPA FAR Clauses 52.215-2, Audits and Records -- Negotiations.

Points of Contact:

Primary COTR: Daniel Kvachkoff (b)(6)

ACOTR: Mark Lambert (b)(6), (b)(7)c

ACOTR: Chrales Kirk (b)(6), (b)(7)c

Budget: Alam Cabell

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Thomas Buckingham, CFO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victor R. Hidalgo
---	---

15B. CONTRACTOR/OFFEROR (b)(6)	DATE SIGNED 1/10/11	16B. DATE SIGNED 8/10/11
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Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DO/DPAS Rating: NONE Period of Performance: 06/01/2009 to 05/31/2014				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. None	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 4200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL PF
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. 11140 ZEALAND AVE N CHAMPLIN MN 553163594		9A. AMENDMENT OF SOLICITATION NO. (x)	
CODE 045256000000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. X HSCCE5-09-A-00003	
		10B. DATED (SEE ITEM 13) 04/02/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52-222-43 -- Fair Labor Standards Act and Service Contract Act -- Price Adjustment

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 1 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M

This BPA is for armed Personal Security Officer (PSO) services at various designated agencies throughout the State of Indiana.

A. Pursuant to FAR 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts), revised hourly rates are hereby established under Ordering Period Two (2) of this BPA, effective June 1, 2011, as a result of increases to the contractor's applicable wages and fringe benefits in its applicable collective bargaining agreements. These increases are also applied to Ordering Periods Three (3) and Four (4) rates.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Thomas Buckingham, CFO</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victor R. Hidalgo
16C. DATE SIGNED 9/27/11	16B. DATE SIGNED 9/28/11
(b)(6)	(b)(6)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEC5-09-A-00003/P00015

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NAME OF OFFEROR OR CONTRACTOR
 DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>B. As a result of this modification, the hourly rates for Basic Service, Temporary Additional Services (TAS) and Emergency Guard Services (EGS) are hereby increased by (b)(4) Basic and TAS Services are increased from (b)(4) and EGS is increased from (b)(4)</p> <p>C. Based on this modification the total ceiling price is increased by (b)(4) from (b)(4)</p> <p>D. The adjusted Schedule of Prices is hereby incorporated into this BPA.</p> <p>E. The contractor agrees to the terms of this modification and releases the Government from any and all liability under this contract for further equitable and/or price adjustments (including, but not limited to, claims and causes of action for the recovery of direct costs, indirect costs, delay costs, disruption costs, profit, interest, attorney's fees, damages, etc.) in connection with this modification and the facts and circumstances giving rise to this modification. The contractor acknowledges that this release pertains to itself, its successors and assigns and that this modification constitutes the complete agreement of the parties.</p> <p>F. All other terms and conditions remain unchanged.</p> <p>Points of Contact: COTR: Daniel Kvachkoff (b)(6) ACOTR: Mark Lambert (b)(6) ACOTR: Charles Kirk (b)(6) Budget: Alam Cabello (b)(6) Contracts: Victor Hidalgo (b)(6) DO/DPAS Rating: NONE Period of Performance: 06/01/2011 to 05/31/2012</p>				

Revised Schedule of Prices

NON-PERSONAL SERVICES: Contractor shall provide all labor, management, supervision, uniforms, training, transportation, materials, and equipment necessary in order to provide armed and unarmed guards for government buildings and facilities within the state of Indiana. The hours cited below are ESTIMATED annual quantities only; actual quantities required will be ordered and funded via calls under this BPA.

Contract Line Item No. (CLIN)	Supplies/Services	Actual Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
-------------------------------	-------------------	-----------------	---------------	------------	---------------------------

BASE PERIOD: Performance shall begin on June 1, 2009, and shall continue through May 31, 2010

1001	Basic Service	206,744	HR	\$	(b)(4)
1002	Reserved	-	HR	\$	
1003	Temporary Additional Service (TAS)	10,626	HR	\$	
1004	Emergency/Surge Guard Service (EGS)	1,868	HR	\$	
1005	Two Post Vehicles	12 Monthly		\$	

Total Price for Base Period:

Contract Line Item No. (CLIN)	Supplies/Services	Actual Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
-------------------------------	-------------------	-----------------	---------------	------------	---------------------------

ORDERING PERIOD ONE: Performance shall begin on June 1, 2010, and shall continue through May 31, 2011

2001	Basic Service	224,064	HR	\$	(b)(4)
2002	Reserved	-	HR	\$	
2003	Temporary Additional Service (TAS)	21,643	HR	\$	
2004	Emergency/Surge Guard Service (EGS)	-	HR	\$	
2005	Two Post Vehicles	12 Monthly		\$	

Total Price for Ordering Period:

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
-------------------------------	-------------------	--------------------	---------------	------------	---------------------------

ORDERING PERIOD TWO: Performance shall begin on June 1, 2011, and shall continue through May 31, 2012

3001	Basic Service	232,719	HR	\$	(b)(4)
3002	Reserved	-	HR	\$	
3003	Temporary Additional Service (TAS)	16,039	HR	\$	
3004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$	
3005	One Post Vehicle	12 Monthly		\$	

Total Price for Ordering Period:

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
-------------------------------	-------------------	--------------------	---------------	------------	---------------------------

ORDERING PERIOD THREE: Performance shall begin on June 1, 2012, and shall continue through May 31, 2013

4001	Basic Service	204,735	HR	\$
4002	Reserved	-	HR	\$
4003	Temporary Additional Service (TAS)	6,310	HR	\$
4004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$
4005	One Post Vehicle	12 Monthly		\$

(b)(4)

Total Price for Ordering Period:

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
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ORDERING PERIOD FOUR: Performance shall begin on June 1, 2013, and shall continue through May 31, 2014

5001	Basic Service	136,967	HR	\$
5002	Reserved	-	HR	\$
5003	Temporary Additional Service (TAS)	6,310	HR	\$
5004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$
5005	One Post Vehicle	12 Monthly		\$

(b)(4)

Total Price for Ordering Period:

Totals:

Base Period:

\$

Ordering Period One:

\$

Ordering Period Two:

\$

Ordering Period Three:

\$

Ordering Period Four:

\$

Total, Base and All Ordering Periods:

\$

(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. None	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 4200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P.	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P.
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0452560000000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003	
		10B. DATED (SEE ITEM 13) 04/02/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M

This BPA is for Protective Security Officer (PSO) services throughout the State of Indiana.

Points of Contact:

Contracts: Victor Hidalgo (b)(6)
 COTR: Daniel Kvachkoff (b)(6)
 ACOTR: Mark Lambert (b)(6)
 ACOTR: Charles Kirk (b)(6)
 Budget: Madonna Flynn-Eggaert (b)(6)

This no cost administrative modification hereby replaces in its entirety Section V - Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED (b)(6)
	16C. DATE SIGNED 11-10-11

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEC5-09-A-00003/P00016

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2 3

NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contract Administration, Paragraph 01 - Submission of Invoices of the subject BPA and replaces it with the attachment at page three. DO/DPAS Rating: NONE Period of Performance: 06/01/2011 to 05/31/2012				

V. CONTRACT ADMINISTRATION DATA

01. SUBMISSION OF INVOICES – Invoices shall be submitted for payment within 30 days after completion of the prior month’s services. Invoices shall be submitted via one of the following three methods:

A. By mail:

NPPD-FPS-Region 5

DHS, NPPD
Burlington Finance Center
P.O. Box 1279
Williston, VT 05495-1279
Attn: FPS Region 5 Invoice

B. By facsimile (fax): # 802-288-7658

1. The invoice submission shall include a cover sheet with the contractor’s point of contact information and # of pages.

C. By e-mail: NPPDinvoice.consolidation@dhs.gov

1. The invoice number and FPS Region 5 shall be annotated in the subject line of the e-mail.
2. Only one (1) invoice shall be submitted per e-mail message.
3. The invoice attached to the e-mail shall be in Portable Document Format (PDF)

Invoices submitted by other than these three methods will not be processed and will be returned. Contractors shall provide an informational copy of each invoice to the Contracting Officer at victor.hidalgo@dhs.gov or 701 Market St, Suite 3200, Philadelphia, PA 19106. In addition to the information required for a proper invoice as identified in FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, (JUNE 2010), the contractor shall annotate “FPS Region 5” on the face of each invoice. Contractors shall submit only one invoice per contract per month unless otherwise authorized by the Contracting Officer. Failure to comply with these submission requirements will result in rejection of the invoice.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. None	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 4200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 045256000000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003	
		10B. DATED (SEE ITEM 13) 04/02/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M

This BPA is for Protective Security Officer (PSO) services throughout the State of Indiana.

Points of Contact:

Contracts: Victor Hidalgo (b)(6)
 COTR: Daniel Kvachkoff (b)(6)
 ACOTR: Mark Lambert (b)(6)
 ACOTR: Charles Kirk (b)(6)
 Budget: Madonna Flynn-Eggert (b)(64)

This no cost administrative modification hereby changes the Key Personnel, Contract Manager
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victor R. Hidalgo
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
NSN 7540-01-152-8070 Previous edition unusable	16C. DATE SIGNED 3/22/12 Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEC5-09-A-00003/P00017

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NAME OF OFFEROR OR CONTRACTOR
 DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(CM) position effective February 6, 2012 in accordance with the Statement of Work as indicated below. See Attached</p> <p>FROM: Mr. (b)(6) TO: Mr. (b)(6)</p> <p>DO/DPAS Rating: NONE Period of Performance: 06/01/2011 to 05/31/2012</p>				



Homeland Security

February 6, 2012

SENT VIA EMAIL TO [redacted] (b)(6)

DECO, Inc.
Attn: Mr. Robert Powell
11140 Zealand Ave. N
Champlin, MN 55316-3594

RE: KEY PERSONNEL APPROVAL [redacted] (b)(6)
BPA: HSCEC5-09-A-00003 (Indiana Statewide Guard Services)

Dear Mr. Powell:

The Federal Protective Service (FPS) is in receipt of Deco's request for Mr. [redacted] (b)(6) [redacted] (b)(6) appointment as Contract Manager for the State of Indiana Blanket Purchase Agreement (BPA). The request and resume has been reviewed by the COTR Dan Kvachkoff and Contracting Officer. It appears that Mr. [redacted] (b)(6) meets all of the requirements of the Statement of Work for the assignment as Contract Manager.

In accordance with Statement of Work Section 7 "Key Personnel" paragraph B, please consider this letter to represent the Contracting Officer's approval of the proposed Key Personnel as Contract Manager. Deco may commence with their assignment. A modification to the BPA will follow.

Your attention is directed to paragraphs 7.1 and 7.2 of the Statement of Work for the full listing of responsibilities. And per the Statement of Work, "The CO and the COTR have the right to request the replacement of a supervisor that does not meet performance standard expectations."

Feel free to contact the Contracting Officer, Victor Hidalgo, a [redacted] (b)(6) or [redacted] (b)(6) if you have any questions.

Sincerely,

[redacted] (b)(6)

VICTOR R. HIDALGO
Contracting Officer

cc: COTR Dan Kvachkoff
ACOTR Mark Lambert
ACOTR Charles Kirk

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. None	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 4200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P.	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P.
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0452560000000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003	
		10B. DATED (SEE ITEM 13) 04/02/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M

GSA Contract Number: GS-07F-0103M

Services and location: Protective Security Officer (PSO) services at various locations throughout the state of Indiana.

1) This modification is hereby issued to extend Blanket Purchase Agreement HSCEC5-09-A-00003 an additional twelve (12) months. The BPA Ordering Period for year three (3) period of performance is June 01, 2012 through May 31, 2013.

2) The Collective Bargaining Agreement (CBA) between DECO, Inc. and Committee for Fair and Equal Representation was incorporated into the BPA HSCEC5-09-A-00003 P00008 and remains Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victor R. Hidalgo	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	(b)(6)	16C. DATE SIGNED 5-3-12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEC5-09-A-00003/P00018

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 2 2

NAME OF OFFEROR OR CONTRACTOR
 DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>valid until May 31, 2013.</p> <p>3) The hourly billing rates for BPA HSCEC5-09-A-00003 effective June 01, 2012 through May 31, 2013 are as follows:</p> <p>CLIN 4001 Basic Service: (b)(4)</p> <p>CLIN 4002 Reserved: (b)(4)</p> <p>CLIN 4003 Temporary Additional Service (TAS) (b)(4)</p> <p>CLIN 4004 Emergency/Surge Service (EGS): (b)(4)</p> <p>4) The monthly billing rate for vehicle post/s are as follows:</p> <p>CLIN 4005 One vehicle post: (b)(4) monthly</p> <p>Any adjustment to these prices shall be made in accordance with FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT PRICE ADJUSTMENT".</p> <p>5) The following changes are made to the ACOTR designation:</p> <p>FROM: Mark Lambert ACOTR responsibilities were rescinded on 03/30/2012 TO: Christian J. Vasconcellos designated ACOTR on 04/10/2012</p> <p>Points of Contact: CO: Victor Hidalgo (b)(6) COTR: Dan Kvachkoff (b)(6) ACOTR: Christian J. Vasconcellos (b)(6) Cell: (b)(6) ACOTR: Charles Kirk (b)(6) Budget: Madonna Flynn-Eggert (b)(6) Budget: Alma Cabello (b)(6) DO/DPAS Rating: NONE Period of Performance: 06/01/2012 to 05/31/2013</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. None	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 4200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P.	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL PF
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 045256000000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003	
		10B. DATED (SEE ITEM 13) 04/02/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) - Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M

GSA Contract Number: GS-07F-0103M

Services and location: Protective Security Officer (PSO) services at various locations throughout the state of Indiana.

This modification incorporates into the BPA the letter and its enclosures which were sent to DECO, Inc on July 22, 2011 regarding the changes to Protective Security Officer (PSO) Certification File Transfer Instructions effective as of August 7, 2011.

Points of Contact:

CO: Victor Hidalgo

(b)(6)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Ronald J. Kissel Vice President

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15C. DATE SIGNED
(b)(6)

06/24/12

16B. DATE SIGNED
(b)(6)

6/21/12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSCEC5-09-A-00003/P00019

PAGE

OF

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2

NAME OF OFFEROR OR CONTRACTOR

DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	COTR: Dan Kvachkoff (b)(6) ACOTR: Christian J. Vasconcellos (b)(6) Cell: (b)(6) ACOTR: Charles Kirk (b)(6) Budget: Madonna Flynn-Eggert (b)(6) Budget: Alma Cabello (b)(6) DO/DPAS Rating: NONE Period of Performance: 06/01/2012 to 05/31/2013				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00020	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. None	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 4200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL PF
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0452560000000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003	
		10B. DATED (SEE ITEM 13) 04/02/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M

GSA Contract Number: GS-07F-0103M

Services and location: Protective Security Officer (PSO) services at various locations throughout the state of Indiana.

This modification hereby terminates the appointment of Christian J. Vasconcellos as ACOTR effective August 03, 2012 for the state of Indiana BPA. See attached Termination of Appointment Letter.

Points of Contact:

CO: Victor Hidalgo

(b)(6)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victor R. Hidalgo
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED (b)(6)
	16C. DATE SIGNED 8/6/2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEC5-09-A-00003/P00020

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>COTR: Dan Kvachkoff ACOTR: Charles Kirk Budget: Madonna Flynn-Eggert Budget: Alma Cabello</p> <p>DO/DPAS Rating: NONE Period of Performance: 06/01/2012 to 05/31/2013</p>				



Homeland
Security

MEMORANDUM FOR RECORD

TO: Christian J. Vasconcellos - ACOTR

FROM: Patricia R. Campbell – Contracting Officer

DATE: August 03, 2012

SUBJECT: Termination of Appointment as Alternate Contracting Officer's Technical Representative

REFERENCES: Contract Number: HSCEC5-09-A-00003
Contractor's Name: Deco Inc.

Your appointment as Alternate Contracting Officer's Technical Representative contained in your letter of appointment is hereby terminated effective August 3, 2012.

If you have any outstanding issues that need to be resolved, please provide a listing of the outstanding issues to ACOTR Charles Kirk.

I thank you for your support and service while working as ACOTR on the Indiana BPA.

Sincerely,

(b)(6)

Patricia R. Campbell
Contracting Officer,
Federal Protective Service Acquisition Division
Office of Procurement Operations (OPO)
Department of Homeland Security
Office: (b)(6)

cc: (Deco Inc.)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00021	3. EFFECTIVE DATE 08/24/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 3200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P.	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 3200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL PF
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0452560000000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003	
		10B. DATED (SEE ITEM 13) 04/02/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M
 GSA Contract Number: GS-07F-0103M
 Services and location: Protective Security Officer (PSO) services at various locations throughout the state of Indiana.

This modification hereby terminates the appointment of Charles Kirk as ACOTR effective 4:00 pm on August 24, 2012 for the state of Indiana BPA. See attached Termination Letter.

This modification also incorporates the designation of Errika Williams as Contracting Officer Technical Representative (COTR) and Traci Hicks as Alternate Contracting Officer Technical Representative (ACOTR) effective 4:00 pm on August 24, 2012 for the state of Indiana. Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [Signature]
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED (b)(6)
NSN 7540-01-152-8070 Previous edition unusable	16C. DATE SIGNED Aug 24, 2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEC5-09-A-00003/P00021

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2 2

NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Indiana BPA. These appointments are effective for the duration of the Blanket Purchase Agreement, unless otherwise terminated.</p> <p>All other terms and conditions of Blanket Purchase Agreement HSCEC5-09-A-00003 remain unchanged.</p> <p>Points of Contact: CO: Victor Hidalgo (b)(6) COTR: Dan Kvachkoff (b)(6), (b)(7)c COTR: Errika Willia (b)(6) ACOTR: Kevin Staten (b)(6) ACOTR: Traci Hicks (b)(6) Budget: Madonna Flynn-Eggert (b)(6) Budget: Alma Cabellc (b)(6)</p> <p>DO/DPAS Rating: NONE Period of Performance: 06/01/2012 to 05/31/2013</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO P00022		3. EFFECTIVE DATE See Block 16C		1 5	
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 3200 Attn: Victor Hidalgo Philadelphia PA 19106		CODE OPO/FPS/SPECIAL P.		5 PROJECT NO (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. 11140 ZEALAND AVE N CHAMPLIN MN 553163594		7 ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 3200 Attn: Victor Hidalgo Philadelphia PA 19106		CODE OPO/FPS/SPECIAL P.	
CODE 0452560000000		FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 04/02/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or teletype which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by teletype or letter, provided each teletype or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 52:222-43 Fair Labor Standards Act and Service Contract Act Price Adjustment
E. IMPORTANT:	Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M

This BPA is for armed Protective Security Officer (PSO) services at various locations throughout the State of Indiana.

A. Pursuant to FAR 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts), revised hourly rates are hereby established under optional ordering period 3 of this BPA, effective June 1, 2012, as a result of increases to the contractor's applicable wages and fringe benefits in its applicable collective bargaining agreements. These increases are also applied to optional ordering period 4 rates.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Thomas Buckingham, CEO</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <i>Victor D. Hidalgo</i>
15B. CONTRACTOR/ORDER NO. (b)(6)	16B. DATE SIGNED 11-28-12
15C. DATE SIGNED	16C. DATE SIGNED 11/29/12

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEC5-09-A-00003/P00022

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2	5

NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>B. As a result of this modification, the hourly rates for Basic Service, Temporary Additional Services (TAS) and Emergency Guard Services (EGS) are hereby increased by (b)(4) Basic and TAS Services are increased from (b)(4) and EGS is increased from (b)(4)</p> <p>C. A realignment of hours for optional ordering period 3 and optional ordering period 4 are adjusted into the revised schedule of prices and incorporated into this modification.</p> <p>D. Based on this modification the total ceiling amount for optional ordering period 3 is increased from (b)(4) to (b)(4). The overall ceiling amount of this BPA is increased from (b)(4) by \$ (b)(4)</p> <p>E. The contractor agrees to the terms of this modification and releases the Government from any and all liability under this contract for further equitable and/or price adjustments (including, but not limited to, claims and causes of action for the recovery of direct costs, indirect costs, delay costs, disruption costs, profit, interest, attorney's fees, damages, etc.) in connection with this modification and the facts and circumstances giving rise to this modification. The contractor acknowledges that this release pertains to itself, its successors and assigns and that this modification constitutes the complete agreement of the parties.</p> <p>F. All other terms and conditions remain unchanged.</p> <p>Points of Contact: Contracts: Victor Hidalgo (b)(6) COTR: Daniel Kvachkoff (b)(6) ACOTR: Traci Hicks (b)(6) Budget: Madonna Flynn-Eggert (b)(6) Budget: Alan Cabello (b)(6) DO/DPAS Rating: NONE Period of Performance: 06/01/2012 to 05/31/2013</p>				

Revised Schedule of Prices

NON-PERSONAL SERVICES: Contractor shall provide all labor, management, supervision, uniforms, training, transportation, materials, and equipment necessary in order to provide armed and unarmed guards for government buildings and facilities within the state of Indiana. The hours cited below are ESTIMATED annual quantities only; actual quantities required will be ordered and funded via calls under this BPA.

Contract Line Item No. (CLIN)	Supplies/Services	Actual Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
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BASE PERIOD: Performance shall begin on June 1, 2009, and shall continue through May 31, 2010.

1001	Basic Service	206,744	HR	\$	(b)(4)
1002	Reserved	-	HR	\$	
1003	Temporary Additional Service (TAS)	10,626	HR	\$	
1004	Emergency/Surge Guard Service (EGS)	1,558	HR	\$	
1005	Two Post Vehicles	12 Monthly		\$	

Total Price for Base Period:

Contract Line Item No. (CLIN)	Supplies/Services	Actual Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
-------------------------------	-------------------	-----------------	---------------	------------	---------------------------

ORDERING PERIOD ONE: Performance shall begin on June 1, 2010, and shall continue through May 31, 2011.

2001	Basic Service	226,474	HR	\$	(b)(4)
2002	Reserved	-	HR	\$	
2003	Temporary Additional Service (TAS)	22,731	HR	\$	
2004	Emergency/Surge Guard Service (EGS)	-	HR	\$	
2005	Two Post Vehicles	12 Monthly		\$	

Total Price for Ordering Period:

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
-------------------------------	-------------------	--------------------	---------------	------------	---------------------------

ORDERING PERIOD TWO: Performance shall begin on June 1, 2011, and shall continue through May 31, 2012

3001	Basic Service	232,756	HR	\$	(b)(4)
3002	Reserved	-	HR	\$	
3003	Temporary Additional Service (TAS)	7,353	HR	\$	
3004	Emergency/Surge Guard Service (EGS)	-	HR	\$	
3005	One Post Vehicle	12 Monthly		\$	

Total Price for Ordering Period:

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
-------------------------------	-------------------	--------------------	---------------	------------	---------------------------

ORDERING PERIOD THREE: Performance shall begin on June 1, 2012, and shall continue through May 31, 2013

4001	Basic Service	234,716	HR	\$	(b)(4)
4002	Reserved	-	HR	\$	
4003	Temporary Additional Service (TAS)	6,310	HR	\$	
4004	Emergency/Surge Guard Service (EGS)	6,400	HR	\$	
4005	One Post Vehicle	12 Monthly		\$	

Total Price for Ordering Period:

Contract Line Item No. (CLIN)	Supplies/Services	Estimated Quantity	Unit of Issue	Unit Price	Estimated Extended Amount
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ORDERING PERIOD FOUR: Performance shall begin on June 1, 2013, and shall continue through November 30, 2013.

5001	Basic Service	117,356	HR	\$	(b)(4)
5002	Reserved	-	HR	\$	
5003	Temporary Additional Service (TAS)	3,155	HR	\$	
5004	Emergency/Surge Guard Service (EGS)	3,200	HR	\$	
5005	One Post Vehicle	6	Monthly	\$	
Total Price for Ordering Period:					

Totals:

Base Period:	\$	(b)(4)
Ordering Period One:	\$	
Ordering Period Two:	\$	
Ordering Period Three:	\$	
Ordering Period Four:	\$	
Total Base and All Ordering Periods:	\$	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00023	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. None	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 3200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P.	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 3200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL PF
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 045256000000		FACILITY CODE	
		(x) 9B. DATED (SEE ITEM 11)	
		(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003	
		10B. DATED (SEE ITEM 13)	04/02/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M

This BPA is for armed Protective Security Officer (PSO) services at various locations throughout the State of Indiana.

This modification incorporates into the BPA the letter and its enclosures which were sent to DECO, Inc on August 16, 2012 reference Contractor and Protective Security Officer (PSO) Date File Instructions effective as of August 27, 2012.

Points of Contact:

Contracts: Victor Hidalgo (b)(6)

COTR: Daniel Kvachkoff (b)(6), (b)(7)c

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victor R. Hidalgo
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED (b)(6)
	16C. DATE SIGNED 11-29-12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEC5-09-A-00003/P00023

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 2 5

NAME OF OFFEROR OR CONTRACTOR
 DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	ACOTR: Traci Hicks (b)(6) Budget: Madonna Flynn-Eggert (b)(6) Budget: Alma Cabello (b)(6) DO/DPAS Rating: NONE Period of Performance: 06/01/2012 to 05/31/2013				

U.S. Department of Homeland Security
701 Market Street, Suite 3200
Philadelphia, PA 19106



Homeland Security

August 16, 2012

SENT VIA EMAIL TO

(b)(6)

Deco, Inc
ATTN: Derek Dorr, President
11140 Zealand Ave N
Champlin, MN 55316

SUBJECT: Contractor and Protective Security Officer (PSO) Data File Instructions
HSCEC5-09-A-00002 (Ohio)
HSCEC5-09-A-00003 (Indiana)
HSCEC5-09-A-00004 (Michigan)
HSCEC5-09-A-00005 (Minnesota & Wisconsin)

Enclosure:

(1) Contractor PSO Data Template Spreadsheet

Dear Mr. Dorr,

The Federal Protective Service (FPS) Risk Assessment and Management Program (RAMP) will no longer be utilized as the centralized repository for Contractor and PSO data. As a result, the Microsoft InfoPath application will no longer be used to add and/or update electronic Contractor and PSO data information.

Instead, PSO contractors shall add and/or update Contractor and PSO data using the Enclosure (1) Microsoft Excel spreadsheet titled, "*Contractor PSO Data Template*." Instructions for completing and transmitting the spreadsheet are contained within the spreadsheet under the "Instructions" tab. Contractors shall update and provide the spreadsheet on a weekly basis (every Monday.) If no additions and/or updates to the Contractor and PSO data occurred during the preceding week, contractors are not required to submit a spreadsheet on the following Monday. Contractors shall e-mail the updated spreadsheet to FPS-SFM@ice.dhs.gov. Contractors may choose to submit (1) spreadsheet per company, (1) spreadsheet per contract or (1) spreadsheet per Region. Contractors are not authorized to modify this spreadsheet.

SUBJECT: Contractor and Protective Security Officer (PSO) Data File Instructions
HSCEC5-09-A-00002 (Ohio)
HSCEC5-09-A-00003 (Indiana)
HSCEC5-09-A-00004 (Michigan)
HSCEC5-09-A-00005 (Minnesota & Wisconsin)

Contractors shall provide their first submission beginning on August 27, 2012. The submission due on August 27, 2012 should reflect any additions/ updates that have occurred to your Contractor or PSO data since your last InfoPath submission. If no changes have occurred to your Contractor or PSO data since your last InfoPath submission, you are not required to submit a spreadsheet on August 27, 2012. When changes do occur, please submit your first spreadsheet on the Monday following the week in which the additions/updates occurred.

The revised procedures are a change in transmission format only. The revised procedures for transmitting electronic Contractor and PSO data information will be incorporated into the contract through a no-cost, bi-lateral modification to be issued at a later date. This letter notifies contractors to begin using the Enclosure (1) spreadsheet to transmit any new or updated contractor and PSO information beginning on August 27, 2012. Please be advised, contractors are still required to separately submit electronic certification information to the Contracting Officer's Representative (COR) no later than the 7th day of each month.

Questions regarding the above may be directed to Patricia R. Campbell at

(b)(6)

(b)(6)

Sincerely,
Patricia R. Campbell
Contracting Officer

cc: John Lambeth, Contracting Officer's Representative
Kathy Kendall, Contracting Officer's Representative
Ray Garcia, Contracting Officer's Representative
James Holtz, Contracting Officer's Representative
Dan Kvachkoff, Contracting Officer's Representative
Ronald Burdett, Contracting Officer's Representative
Herman Veld Contracting Officer's Representative
Charles Kirk Contracting Officer's Representative

Region ID	Vendor	Contract #	Vendor POC Email	POC Last	POC First	POC Title	PO Last	PO First	PO Middle	PO Suffix	SSN Last 4	PSO Employee #	Adjudication Status	Adjudication Date	Action	Employment Status	Employment Date	Termination Date
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00024	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ. NO. None	5. PROJECT NO. (If applicable)
6 ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 3200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P.	7 ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 3200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P.
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) DECO, INC. 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003	
		10B. DATED (SEE ITEM 13) 04/02/2009	
CODE 045256000000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (C)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 1 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M

This BPA is for armed Protective Security Officer (PSO) services at various locations throughout the State of Indiana.

A. Pursuant to FAR 52.212-4(c), Contract Terms and Conditions--Commercial Items, the following changes are hereby incorporated:

B. BPA Statement of Work (SOW), Section 17.4, Paragraph B, DELETE in its entirety and REPLACE with the following:

Once a prospective contract employee applies for a position and receives a favorable Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Ronald J. Kessel Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victor R. Hidalgo	
15B. (b)(6)	15C. DATE SIGNED 01/15/13	(b)(6)	16C. DATE SIGNED 1/15/13
STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>evaluation by Contractor (i.e., meets the minimum qualification requirements cited in this SOW and otherwise meets Contractor's hiring criteria), Contractor shall submit Government furnished forms for each contract employee to the COR:</p> <ol style="list-style-type: none"> 1. Contractor Information Worksheet 2. Two completed original Forms FD-258, Fingerprint Chart 3. DHS Form 11000-9, Disclosure and Authorization Pertaining to Consumer Reports pursuant to Fair Credit Reporting Act 4. Foreign National Relatives or Associates Statement 5. Lautenberg Amendment Statement 6. Signed e-Verify Confirmation Notice 7. OF-306, Declaration for Federal Employment 8. Following forms via e-QIP: <ol style="list-style-type: none"> a. Standard Form (SF) 85P, Questionnaire for Public Trust b. Standard Form 85P-S, Supplemental Questionnaire for Selected Positions <p>C. BPA, Part 2, List of Exhibits, Exhibit A, Required Administrative Forms, ADD the following as 6D:</p> <p>FORM NUMBER: OF-306 FORM TITLE: Declaration for Federal Employment</p> <p>D. This shall be a no-cost bilateral modification and all other terms and conditions remain the same.</p> <p>Points of Contact: Contracts: Victor Hidalgo (b)(6) COTR: Daniel Kvachkov (b)(6), (b)(7)c ACOTR: Traci Hicks (b)(6) Budget: Madonna Flynn-Eggert (b)(6) Budget: Alam Cabello (b)(6)</p> <p>The contractor agrees to the terms of this modification and releases the Government from any and all liability under this contract for further equitable and/or price adjustments (including, but not limited to, claims and causes of action for the recovery of direct costs, indirect costs, delay costs, disruption costs, profit, interest, attorney's fees, damages, etc.) in connection with this modification and the facts and Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>circumstances giving rise to this modification. The contractor acknowledges that this release pertains to itself, its successors and assignees and that this modification constitutes the complete agreement of the parties.</p> <p>DO/DPAS Rating: NONE Period of Performance: 06/01/2012 to 05/31/2013</p>				

PART 2 - EXHIBIT 6D

Declaration for Federal Employment*

(*This form may also be used to assess fitness for federal contract employment)

Form Approved
OMB No. 3206-0182

Instructions

The information collected on this form is used to determine your acceptability for Federal and Federal contract employment and your enrollment status in the Government's Life Insurance program. You may be asked to complete this form at any time during the hiring process. Follow instructions that the agency provides. If you are selected, before you are appointed you will be asked to update your responses on this form and on other materials submitted during the application process and then to recertify that your answers are true.

All your answers must be truthful and complete. A false statement on any part of this declaration or attached forms or sheets may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by a fine or imprisonment (U.S. Code, title 18, section 1001).

Either type your responses on this form or print clearly in dark ink. If you need additional space, attach letter-size sheets (8.5" X 11"). Include your name, Social Security Number, and item number on each sheet. We recommend that you keep a photocopy of your completed form for your records.

Privacy Act Statement

The Office of Personnel Management is authorized to request this information under sections 1302, 3301, 3304, 3328, and 8716 of title 5, U. S. Code. Section 1104 of title 5 allows the Office of Personnel Management to delegate personnel management functions to other Federal agencies. If necessary, and usually in conjunction with another form or forms, this form may be used in conducting an investigation to determine your suitability or your ability to hold a security clearance, and it may be disclosed to authorized officials making similar, subsequent determinations.

Your Social Security Number (SSN) is needed to keep our records accurate, because other people may have the same name and birth date. Public Law 104-134 (April 26, 1996) asks Federal agencies to use this number to help identify individuals in agency records. Giving us your SSN or any other information is voluntary. However, if you do not give us your SSN or any other information requested, we cannot process your application. Incomplete addresses and ZIP Codes may also slow processing.

ROUTINE USES: Any disclosure of this record or information in this record is in accordance with routine uses found in System Notice OPM/GOVT-1, General Personnel Records. This system allows disclosure of information to: training facilities; organizations deciding claims for retirement, insurance, unemployment, or health benefits; officials in litigation or administrative proceedings where the Government is a party; law enforcement agencies concerning a violation of law or regulation; Federal agencies for statistical reports and studies; officials of labor organizations recognized by law in connection with representation of employees; Federal agencies or other sources requesting information for Federal agencies in connection with hiring or retaining, security clearance, security or suitability investigations, classifying jobs, contracting, or issuing licenses, grants, or other benefits; public and private organizations, including news media, which grant or publicize employee recognitions and awards; the Merit Systems Protection Board, the Office of Special Counsel, the Equal Employment Opportunity Commission, the Federal Labor Relations Authority, the National Archives and Records Administration, and Congressional offices in connection with their official functions; prospective non-Federal employers concerning tenure of employment, civil service status, length of service, and the date and nature of action for separation as shown on the SF 50 (or authorized exception) of a specifically identified individual; requesting organizations or individuals concerning the home address and other relevant information on those who might have contracted an illness or been exposed to a health hazard; authorized Federal and non-Federal agencies for use in computer matching; spouses or dependent children asking whether the employee has changed from a self-and-family to a self-only health benefits enrollment; individuals working on a contract, service, grant, cooperative agreement, or job for the Federal government; non-agency members of an agency's performance or other panel; and agency-appointed representatives of employees concerning information issued to the employees about fitness-for-duty or agency-filed disability retirement procedures.

Public Burden Statement

Public burden reporting for this collection of information is estimated to vary from 5 to 30 minutes with an average of 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to the U.S. Office of Personnel Management, Reports and Forms Manager (3206-0182), Washington, DC 20415-7900. The OMB number, 3206-0182, is valid. OPM may not collect this information, and you are not required to respond, unless this number is displayed.

PART 2 - EXHIBIT 6D

Declaration for Federal Employment*

Form Approved
OMB No. 3205-0102

(*This form may also be used to assess fitness for federal contract employment)

GENERAL INFORMATION

1. FULL NAME (Provide your full name. If you have only initials in your name, provide them and indicate "Initial only". If you do not have a middle name, indicate "No Middle Name". If you are a "Jr.," "Sr.," etc. enter this under Suffix. First, Middle, Last, Suffix)



2. SOCIAL SECURITY NUMBER	3a. PLACE OF BIRTH (Include city and state or country)
---------------------------	--



3b. ARE YOU A U.S. CITIZEN? <input type="checkbox"/> YES <input type="checkbox"/> NO (If "NO", provide country of citizenship)	4. DATE OF BIRTH (MM / DD / YYYY)
---	-----------------------------------



5. OTHER NAMES EVER USED (For example, maiden name, nickname, etc)	6. PHONE NUMBERS (Include area codes)
	Day
	Night



Selective Service Registration

If you are a male born after December 31, 1959, and are at least 18 years of age, civil service employment law (5 U.S.C. 3328) requires that you must register with the Selective Service System, unless you meet certain exemptions.

- 7a. Are you a male born after December 31, 1959? YES NO (If "NO", proceed to 8.)
- 7b. Have you registered with the Selective Service System? YES (If "YES", proceed to 8.) NO (If "NO", proceed to 7c.)
- 7c. If "NO," describe your reason(s) in item 16.

Military Service

8. Have you ever served in the United States military? YES (If "YES", provide information below) NO

If you answered "YES," list the branch, dates, and type of discharge for all active duty.
If your only active duty was training in the Reserves or National Guard, answer "NO."

Branch	From (MM/DD/YYYY)	To (MM/DD/YYYY)	Type of Discharge

Background Information

For all questions, provide all additional requested information under item 16 or on attached sheets. The circumstances of each event you list will be considered. However, in most cases you can still be considered for Federal jobs.

For questions 9, 10, and 11, your answers should include convictions resulting from a plea of *nolo contendere* (no contest), but omit (1) traffic fines of \$300 or less, (2) any violation of law committed before your 16th birthday, (3) any violation of law committed before your 18th birthday if finally decided in juvenile court or under a Youth Offender law, (4) any conviction set aside under the Federal Youth Corrections Act or similar state law, and (5) any conviction for which the record was expunged under Federal or state law.

- 9. During the last 7 years, have you been convicted, been imprisoned, been on probation, or been on parole? (Includes felonies, firearms or explosives violations, misdemeanors, and all other offenses.) If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved. YES NO
- 10. Have you been convicted by a military court-martial in the past 7 years? (If no military service, answer "NO.") If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the military authority or court involved. YES NO
- 11. Are you currently under charges for any violation of law? If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved. YES NO
- 12. During the last 5 years, have you been fired from any job for any reason, did you quit after being told that you would be fired, did you leave any job by mutual agreement because of specific problems, or were you debarred from Federal employment by the Office of Personnel Management or any other Federal agency? If "YES," use item 16 to provide the date, an explanation of the problem, reason for leaving, and the employer's name and address. YES NO
- 13. Are you delinquent on any Federal debt? (Includes delinquencies arising from Federal taxes, loans, overpayment of benefits, and other debts to the U.S. Government, plus defaults of Federally guaranteed or insured loans such as student and home mortgage loans.) If "YES," use item 16 to provide the type, length, and amount of the delinquency or default, and steps that you are taking to correct the error or repay the debt. YES NO

PART 2 - EXHIBIT 6D

Declaration for Federal Employment*

(*This form may also be used to assess fitness for federal contract employment)

Form Approved: OMB No. 3206-0182

Additional Questions

- 14. Do any of your relatives work for the agency or government organization to which you are submitting this form?
15. Do you receive, or have you ever applied for, retirement pay, pension, or other retired pay based on military, Federal civilian, or District of Columbia Government service?

Continuation Space / Agency Optional Questions

16. Provide details requested in items 7 through 15 and 18c in the space below or on attached sheets. Be sure to identify attached sheets with your name, Social Security Number, and item number, and to include ZIP Codes in all addresses.

Certifications / Additional Questions

APPLICANT: If you are applying for a position and have not yet been selected, carefully review your answers on this form and any attached sheets. When this form and all attached materials are accurate, read item 17, and complete 17a.

APPOINTEE: If you are being appointed, carefully review your answers on this form and any attached sheets, including any other application materials that your agency has attached to this form. If any information requires correction to be accurate as of the date you are signing, make changes on this form or the attachments and/or provide updated information on additional sheets, initialing and dating all changes and additions. When this form and all attached materials are accurate, read item 17, complete 17b, read 18, and answer 18a, 18b, and 18c as appropriate.

17. I certify that, to the best of my knowledge and belief, all of the information on and attached to this Declaration for Federal Employment, including any attached application materials, is true, correct, complete, and made in good faith. I understand that a false or fraudulent answer to any question or item on any part of this declaration or its attachments may be grounds for not hiring me, or for firing me after I begin work, and may be punishable by fine or imprisonment.

17a. Applicant's Signature: _____ Date _____
17b. Appointee's Signature: _____ Date _____

Appointing Officer:
Enter Date of Appointment or Conversion
MM / DD / YYYY

18. Appointee (Only respond if you have been employed by the Federal Government before): Your elections of life insurance during previous Federal employment may affect your eligibility for life insurance during your new appointment. These questions are asked to help your personnel office make a correct determination.

- 18a. When did you leave your last Federal job? DATE: MM / DD / YYYY
18b. When you worked for the Federal Government the last time, did you waive Basic Life Insurance or any type of optional life insurance?
18c. If you answered "YES" to item 18b, did you later cancel the waiver(s)? If your answer to item 18c is "NO," use item 16 to identify the type(s) of insurance for which waivers were not canceled.

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00025 See Block 16C None
 6. ISSUED BY CODE OPO/FPS/SPECIAL P 7. ADMINISTERED BY (If other than Item 6) CODE OPO/FPS/SPECIAL P

NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 3200 Attn: Victor Hidalgo Philadelphia PA 19106
 NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FPS 701 Market Street, Suite 3200 Attn: Victor Hidalgo Philadelphia PA 19106

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003 10B. DATED (SEE ITEM 13) 04/02/2009
 DECO, INC. 11140 ZEALAND AVE N CHAMPLIN MN 553163594
 CODE 045256000000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (C)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M
 This BPA is for armed Protective Security Officer (PSO) services at various locations throughout the State of Indiana.

A. This modification hereby incorporates in full text FAR 52.222-17, Non-displacement of Qualified Workers (Jan 2013).

52.222-17 Nondisplacement of Qualified Workers (Jan 2013):

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive,
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Ronald J. Kissel Vice President Victor R. Hidalgo

15C. DATE SIGNED 16C. DATE SIGNED
 (b)(6) 01/23/13 (b)(6) 1/23/13

NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.</p> <p>(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.</p> <p>(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.</p> <p>(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.</p> <p>(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.</p> <p>(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.</p> <p>(iii) Where the successor Contractor does not</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.</p> <p>(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).</p> <p>(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.</p> <p>(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEC5-09-A-00003/P00025

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NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>HUBZone Program's requirements.</p> <p>(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.</p> <p>(d) (1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.</p> <p>(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.</p> <p>(3) The Contracting Officer will direct the Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be--</p> <p>(i) Posted in a conspicuous place at the worksite; or</p> <p>(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.</p> <p>(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.</p> <p>(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.</p> <p>(f) The Contractor and subcontractor shall Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEC5-09-A-00003/P00025

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NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.</p> <p>(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.</p> <p>(2) A copy of any record that forms the basis for any exemption claimed under this part.</p> <p>(3) A copy of the service employee list provided to or received from the contracting agency.</p> <p>(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.</p> <p>(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9.</p> <p>Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning</p> <p>Continued ...</p>				

CONTINUATION SHEET

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HSCEC5-09-A-00003/P00025PAGE OF
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DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.</p> <p>(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.</p> <p>(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.</p> <p>(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.</p> <p>(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.</p> <p>(1) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures--</p> <p>(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;</p> <p>(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and</p> <p>(3) The recordkeeping requirements of paragraph (f) of this clause.</p> <p>(End of clause)</p> <p>Points of Contact:</p> <p>Contracting: Victor Hidalgo (b)(6)</p> <p>Financial: Madonna Flynn-Egan (b)(6)</p> <p>Financial: Alma Cabello (b)(6)</p> <p>Primary COTR: Daniel Kvachkoff (b)(6), (b)(7)c</p> <p>Alternate COTR: Traci Hick (b)(6)</p> <p>The contractor agrees to the terms of this modification and releases the Government from any and all liability under this contract for further equitable and/or price adjustments (including, but not limited to, claims and causes of action for the recovery of direct costs, indirect costs, delay costs, disruption costs, profit, interest, attorney's fees, damages, etc.) in connection with this modification and the facts and</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>circumstances giving rise to this modification. The contractor acknowledges that this release pertains to itself, its successors and assignees and that this modification constitutes the complete agreement of the parties.</p> <p>DO/DPAS Rating: NONE Period of Performance: 06/01/2012 to 05/31/2013</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00026	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. None	5. PROJECT NO. (If applicable)
6. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 3200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL P.	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 3200 Attn: Victor Hidalgo Philadelphia PA 19106	CODE OPO/FPS/SPECIAL PF
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DECO, INC. 11140 ZEALAND AVE N CHAMPLIN MN 553163594		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 045256000000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEC5-09-A-00003	
		10B. DATED (SEE ITEM 13) 04/02/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M

This BPA is for armed Protective Security Officer (PSO) services at various locations throughout the State of Indiana.

A. This modification hereby designates FPS Inspector, Kevin Staten as the Contracting Officer Technical Representative (COTR).

B. COTR Dan Kvachkoff's COTR designation is hereby terminated as of 02/08/2013.

C. COTR Errika Williams' COTR designation is hereby terminated as of 02/06/2013.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victor R. Hidalgo	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	(b)(6)	16C. DATE SIGNED 2-6-2013

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
 DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Points of Contact: Contracting: Victor Hidalgo (b)(6) Financial: Madonna Flynn-Eggert (b)(6) Financial: Alma Cabell (b)(6) Primary COTR: Kevin Staten (b)(6) Alternate COTR: Traci Hick (b)(6) DO/DPAS Rating: NONE Period of Performance: 06/01/2012 to 05/31/2013				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00027 03/19/2013 192113PFD1230557

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE
 NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security
 Ofc. of Procurement Operations - FP 701 Market Street, Suite 3200
 Attn: Victor Hidalgo Philadelphia PA 19106

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 DECO INC
 11140 ZEPHANS N.
 CHAMPLW MN 553163594

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 HSCEC5-09-A-00003
 10B. DATED (SEE ITEM 13)
 04/02/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X FAR 52.214-4 (c) Changes

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS07F0103M
 This BPA is for armed Protective Security Officer (PSO) services at various locations throughout the State of Indiana.

A. This modification hereby incorporates in full text FAR 52.204-2 -- Security Requirements (Aug. 1996)

(a) This clause applies to the extent that this contract involves access to information classified Confidential, Secret, or Top Secret.

(b) The Contractor shall comply with --
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Ronald J. Kisset Vice President Victor R. Hidalgo

15C. DATE SIGNED 16C. DATE SIGNED
 (b)(6) 03/20/13 (b)(6) 3/26/13

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); and</p> <p>(2) Any revisions to that manual, notice of which has been furnished to the Contractor.</p> <p>(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.</p> <p>(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information. (End of Clause)</p> <p>B. Exhibit 6C - Security Suitability Requirement is hereby changed to identify Top Secret Facility and Personnel Clearance Requirements. See Attached</p> <p>C. The Indiana BPA Productive Post Exhibit is hereby changed to Identify the Federal Bureau of Investigation (FBI) security clearance requirement of Top Secret. See Attached</p> <p>D. The FBI Addendum is provided for informational purposes. Only DHS ISPB can revise the DD 254 to include the FBI addendum. See Attached</p> <p>E. Upon receipt of the DD 254 modification. The Contractor shall be authorized 30 days from modification date to initiate actions and no more than 150 days from modification date to be in full compliance. Contractor will be required to ensure an appropriate number of PSOs have a security clearance eligibility (final adjudication/determination) of Top Secret (TS).</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
DECO, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>F. The contractor agrees to the terms of this modification and releases the Government from any and all liability under this contract for further equitable and/or price adjustments (including, but not limited to, claims and causes of action for the recovery of direct costs, indirect costs, delay costs, disruption costs, profit, interest, attorney's fees, damages, etc.) in connection with this modification and the facts and circumstances giving rise to this modification. The contractor acknowledges that this release pertains to itself, its successors and assignees and that this modification constitutes the complete agreement of the parties.</p> <p>Points of Contact: Contracting: Victor Hidalgo (b)(6) Primary COTR: Kevin Staten (b)(6), (b)(7)c Alternate COTR: Traci Hicks (b)(6) Financial: Madonna Flynn-Eggert (b)(6) Financial: Alma Cabell (b)(6) DO/DPAS Rating: NONE</p>				

PART 2 - EXHIBIT 6C
Security Suitability Requirements

Facility Clearance	Required	Not Req'd
Top Secret	All FBI Posts	
Final Secret		
DHS Suitability		

Personnel Clearance	Post Requirements (or "None")
Top Secret	All FBI Posts
Final Secret	
DOE "Q"	
DOE "L"	
NRC "Q"	
NRC "L"	
DHS Suitability	

NOTE: FACILITIES/GUARD POSTS MAY VARY IN SUITABILITY AND CLEARANCE REQUIREMENTS; THEREFORE, REFER TO ALL FACILITIES/GUARD POSTS LISTED IN EXHIBIT 1 FOR DEFINED/SPECIFIED CLEARANCE VARIATIONS.

(b)(6)

(COTR)

3/14/13

Federal Bureau of Investigation (FBI) Protective Security Officer Addendum to the Federal Protective Service's Contract Security Classification Specification (DD Form 254)

As a U.S. Government agency with an agreement with the Federal Protective Service (FPS) for the provision of protective security officers (PSOs), the FBI has the responsibility for identifying specific security requirements for PSOs protecting FBI locations. It is then the responsibility of FPS to provide PSOs that fulfill the identified security requirements.

"DHS Facility Security level Determinations for Federal Facilities," dated February 21, 2008, identifies FBI facilities to be, at a minimum, "high" risk level facilities. This categorization is based upon the FBI's unique status within the Intelligence Community, as well as its "high risk-law enforcement" threat. While PSO responsibilities vary from post to post, responsibilities result in, at a minimum, access to FBI facilities, classified information and/or information systems. Assignment to an FBI post will require a final Department of Defense (DoD) Top Secret level personnel security clearance based on a Single Scope Background Investigation (SSBI).

PSOs not possessing a valid final DoD Top Secret security clearance based on an SSBI are not authorized for assignment to FBI posts.

The FPS is requested to provide a copy of all initiated DD Forms 254 in support of FBI locations to the FBI's Security Division, Acquisition Security Unit located at 935 Pennsylvania Avenue, NW, Washington, DC 20535.

The following is provided as additional classification guidance specific to FBI requirements which are to be included in contracts awarded to cleared DoD contractors providing support to the FBI:

Classification Guidance

- 1. Program name: Unclassified
- 2. The customer-contractor relationship: Unclassified

3. All access to classified information will occur at FBI facilities. The FBI will provide security classification guidance for the performance of this contract. The highest level of classification of the contract is Top Secret. Interim security clearances are not acceptable for contract performance.
4. All contractor personnel performing on this contract, may be required, at the Government's discretion, to undergo a counterintelligence-focused polygraph examination.
5. Unclassified information released or generated under this contract will be restricted in its dissemination to contractor and Government personnel involved in the contract. Release in open literature or exhibition of such information is strictly prohibited without permission of the Contracting Officer.
6. Information pertaining to FBI programs, even though considered unclassified, shall only be made available to contractor employees on a need-to-know basis and shall not be otherwise disseminated without the prior written consent of the customer. Unless approved by the FBI, regardless of classification, no program-related material may leave the Government or approved Contractor facility. No program-related material may be transmitted via the Internet or any other network that would allow individuals not associated with this task to directly or indirectly access the program-related material.
7. All contractor personnel with access to FBI classified information systems, networks, or data must complete an FBI-approved computer security awareness briefing and accept the requirements of the FBI rules of behavior before being granted access to FBI systems, and annually thereafter. It is estimated that the initial, as well as the annual requirement, can be satisfied within a 60 minute period.

8. In addition to classified information, contract performance may require access to Law Enforcement Sensitive (LES) or Sensitive But Unclassified (SBU) information. LES is information which should not be disseminated outside Law Enforcement channels. Information should be clearly marked as "LAW ENFORCEMENT SENSITIVE OR SENSITIVE BUT UNCLASSIFIED". LES/SBU information may be disseminated to employees and subcontractors who have a need for the information in connection with performance on this contract. During working hours, information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During nonworking hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, is adequate when internal building security is provided during nonworking hours. When such internal security controls is not exercised, locked buildings or rooms will provide adequate after-hours protection or the material can be stored in locked receptacles such as file cabinets, desks, or bookcases. LES information may be sent via first-class mail or parcel post. Bulky shipments may be sent by fourth-class mail. When no longer needed, LES/SBU information should be disposed of through the use of a shredder which will preclude reconstruction. The shredding can then be placed in the public waste system.

9. Clearance transfers should be submitted via the Joint Personnel Adjudication System (JPAS) Security Management Office (SMO) process. [redacted] (b)(7)e

[redacted] (b)(7)e If the cleared contractor does not have JPAS capabilities, clearance transfers can be faxed to the Clearance Passage and Sub-Programs Unit, Attention: FBI Security Office at (202) 436-7397/7398. Questions should be directed to [redacted] (b)(6)

- a. In accordance with the NISPOM, contractors are only authorized to certify those personnel security clearances for which their facility, or principle management facility, has assigned through JPAS.

Pages 440 through 441 redacted for the following reasons:

(b)(7)e, (b)(7)f